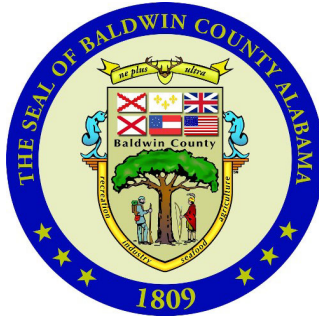


# **Baldwin County Commission**



## **Baldwin County Commission Regular Meeting Agenda**

**Tuesday, September 1, 2020  
8:30 AM**

Baldwin County Administration Building  
County Commission Chambers  
322 Courthouse Square  
Bay Minette, Alabama 36507

District 1 – Commissioner James E. Ball  
District 2 – Commissioner Joe Davis, III  
District 3 – Commissioner Billie Jo Underwood  
District 4 – Commissioner Charles F. Gruber

Wayne A. Dyess, County Administrator

Public hearings commence at 8:30 AM.

All individuals wishing to speak must fill out a speaking request form. Speakers are asked to limit comments to 3 minutes. Groups are asked to select a spokesperson to speak on behalf of the group with time allotted to the spokesperson being limited to 5 minutes.

Supporting documentation for the agenda can be viewed in the File ID link of each item. Revisions to agenda items or supporting documentation made after the initial publication are denoted by an asterisk.

The public may submit comments or questions to the County Commissioners by email or by telephone at 251.937.0264.

Dist. 1 - jeb.ball@baldwincountyal.com  
Dist. 2 - joe.davis@baldwincountyal.gov  
Dist. 3 - bunderwood@baldwincountyal.gov  
Dist. 4 - cgruber@baldwincountyal.gov

## **WELCOME BY CHAIRMAN, INVOCATION AND PLEDGE OF ALLEGIANCE**

### **A ADOPTION OF MINUTES**

August 13, 2020, Special Meeting (Budget Deliberations)  
August 18, 2020, Regular Meeting  
August 21, 2020, Special Meeting (Budget Deliberations)  
August 23, 2020, Emergency Special Meeting

### **B ACTION ITEMS**

#### **BA ADMINISTRATION**

- |            |  |                                |
|------------|--|--------------------------------|
| <b>BA1</b> | Baldwin County Emergency Communication District (911 Board) - Board Appointment(s)                                   | <a href="#"><u>20-1501</u></a> |
| <b>BA2</b> | City of Spanish Fort - Annexation Notification   | <a href="#"><u>20-1389</u></a> |
| <b>BA3</b> | Request to the City of Bay Minette Related to the Baldwin County Corrections Center Expansion Project in Bay Minette | <a href="#"><u>20-1477</u></a> |
| <b>BA4</b> | Termination of Lillian Recreational Center, Inc. Lease Agreement   | <a href="#"><u>20-1465</u></a> |

#### **BC ARCHIVES AND HISTORY**

- |            |  |                                |
|------------|--|--------------------------------|
| <b>BC1</b> | Request from Baldwin County High School - Cross Country Championships Event at Bicentennial Park | <a href="#"><u>20-1461</u></a> |
|------------|--|--------------------------------|

#### **BE BUDGET/PURCHASING**



- 
- |            |  |                                |
|------------|--|--------------------------------|
| <b>BE1</b> | Competitive Bid #WG20-43 - Provision of an Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission                     | <a href="#"><u>20-1447</u></a> |
| <b>BE2</b> | Competitive Bid #WG20-45 - Provision of Police Vehicle Equipment (Brake Rotors/Pads) for the Baldwin County Commission   | <a href="#"><u>20-1449</u></a> |
| <b>BE3</b> | Competitive Bid #WG20-46 - Provision of Closed Top Recycling Roll-Off Containers for the Baldwin County Commission   | <a href="#"><u>20-1450</u></a> |
| <b>BE4</b> | Competitive Bid #WG20-47 - Provision of Alternate Daily Cover Material for the Baldwin County Commission   | <a href="#"><u>20-1451</u></a> |
| <b>BE5</b> | Competitive Bid #WG20-48 - Provision of Bituminous Materials for the Baldwin County Commission   | <a href="#"><u>20-1454</u></a> |
| <b>BE6</b> | Competitive Bid #WG20-49 - Provision of Labor and Equipment for Asphalt Placement for the Baldwin County Commission  | <a href="#"><u>20-1455</u></a> |
| <b>BE7</b> | Competitive Bid #WG20-50 - Purchase of Three (3) New Steel Storage Containers for the Baldwin County Commission  | <a href="#"><u>20-1462</u></a> |
| <b>BE8</b> | Competitive Bid #WG20-51 - Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission | <a href="#"><u>20-1464</u></a> |
| <b>BJ</b>  | <b>ELECTED OFFICIALS</b>   |                                |
| <b>BJ1</b> | Fiscal Year 2020-2021 Agreement for Community Traffic Safety Program Grant Participation   | <a href="#"><u>20-1433</u></a> |
| <b>BJ2</b> | Law Enforcement Services for the Town of Magnolia Springs, Alabama   | <a href="#"><u>20-1490</u></a> |
| <b>BJ3</b> | Tri-Party Agreement for Housing of Prisoners at the Baldwin County Corrections Center for the Town of Loxley   | <a href="#"><u>20-1491</u></a> |
| <b>BJ4</b> | Tri-Party Agreement for Housing of Prisoners at the Baldwin County Corrections Center for the City of Bay Minette, Alabama   | <a href="#"><u>20-1492</u></a> |
| <b>BJ5</b> | Utility Associates, Inc. - Customer Service Agreement for Equipment, Software and Services for the Baldwin County Sheriff's Office   | <a href="#"><u>20-1509</u></a> |
| <b>BK</b>  | <b>EMERGENCY MANAGEMENT AGENCY (EMA)</b>   |                                |
| <b>BK1</b> | Disaster Assistance Agreements - Volunteer Fire Departments - Volunteer Search and Rescue Squads   | <a href="#"><u>20-1482</u></a> |
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**BK2** Memorandum of Understanding between the Department of Human Resources and Baldwin County Commission - Medical Needs Shelter at Baldwin County Level II Shelter [20-1446](#)

**BN HIGHWAY**

**BN1** Case No. S-14013 - Magnolia Shores, Phase One - Road Acceptance [20-1481](#)

**BN2** Case No. S-19037 - Tensaw Estates - Road Acceptance [20-1484](#)

**BN3** License Agreement No. 20024 - 2nd Street - Right-of-Way [20-1488](#)

**BN4** \*Resolution #2020-130 - Annexation and Transfer of Parker Road to the City of Fairhope [20-1493](#)

**BN5** \*Sedona Subdivision - Road Acceptance [20-1486](#)

**BQ PERSONNEL**

**BQ1** Animal Control Department - Employment of One (1) Animal Placement Specialist [20-1467](#)

**BQ2** Building Maintenance Department - Employment of One (1) Building Maintenance Engineer II [20-1474](#)

**BQ3** Commission Administration Department - Employment of One (1) Administrative Support Specialist IV Position [20-1469](#)

**BQ4** Custodial Department - Employment of One (1) Custodian Position [20-1468](#)

**BQ5** Highway Department (Foley) - Personnel Changes [20-1470](#)

**BQ6** Highway Department (Traffic Operations) - Personnel Changes [20-1472](#)

**BQ7** Personnel Department - Employee Handbook Changes [20-1475](#)

**BQ8** Probate Office - Employment of Two (2) License Revenue Officer I Positions [20-1471](#)

**BQ9** Sales, Use, and License Tax Department - Position Changes [20-1473](#)

**C PRESENTATIONS**

**CA GENERAL**

**CA1** Association of County Commissions of Alabama (ACCA) Baldwin County Award Winners [20-1498](#)

- 
- CA2** JJPR, LLC Branding, Development and Marketing Plan for Baldwin County [20-1496](#)

**D PUBLIC HEARINGS**

**DA ADMINISTRATION**

- DA1** Case No. LV-20006 - Alcohol License Application for Swearingen and Nolan Inc. d/b/a Big Daddys Grill [20-1370](#)

**E COMMITTEE REPORTS**

**EA FINANCE/ADMINISTRATION DIVISION**

- EA1** Payment of Bills [20-1487](#)
- EA2** Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 [20-1489](#)

**F DISCUSSION ITEMS**

**FD BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)**

- FD1** McNutt and Company, LLC Contract - Discontinuation of the Baldwin Regional Area Transit System (BRATS) Third-party Advertising Program [20-1494](#)

**FE BUDGET/PURCHASING**

- FE1** Fiscal Year 2021 Baldwin County Budget [20-1508](#)

**FN HIGHWAY**

- FN1** Tennis Club Drive Road Acceptance [20-1504](#)

**G COMMISSIONER REQUESTS**

**H ADDENDA**

**HA GENERAL**

- HA1** Proposed Planning (Zoning) District 34 [20-1515](#)
- HA2** Voting Administration - Declaration of Emergency Warranting Relocation of Voting Place for Baldwin County Voting Precinct No. 23 [20-1499](#)
- HA3** Pre-Qualification Application Process of General Contractors for Baldwin County Commission Construction Projects [20-1516](#)

**HA4** Planning Department - Personnel Change [20-1518](#)

**HA5** Pre-qualification of Contractors for the Construction of Two (2) New [20-1526](#)  
Baldwin County Highway Maintenance Buildings Located in Bay  
Minette, and Silverhill, Alabama

**I ADMINISTRATIVE REPORT**

**J COUNTY ATTORNEY'S REPORT**

**K PUBLIC COMMENTS**

**L PRESS QUESTIONS**

**M COMMISSIONER COMMENTS**

**N ADJOURNMENT**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1501, **Version:** 1

**Item #:** BA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** James E. Ball, District 1 Commissioner; Charles F. Gruber, District 4 Commissioner; Wayne Dyess, County Administrator

**Submitted by:** Victoria Key, Administrative Support Specialist

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### **ITEM TITLE**

Baldwin County Emergency Communication District (911 Board) - Board Appointment(s)

### **STAFF RECOMMENDATION**

Related to the Baldwin County Emergency Communication District (911 Board), take the following actions:

- 1) Reappoint Chief David Wilson as a member for a four-year term, to continue from February 21, 2020, and expire on February 21, 2024.
- 2) Appoint Baldwin County Sheriff's Office Chief Deputy Anthony Lowery as a member for a four-year term, to the place seat formerly held by Mr. Charles D. Jones, said term to commence on November 14, 2020 and expire on November 14, 2024.
- 3) Thank Mr. Charles D. Jones for his prior civic service upon the expiration of his term of service.

### **BACKGROUND INFORMATION**

#### **Previous Commission action/date:**

December 17, 2019 - Last Baldwin County Commission appointment to the board.

#### **Background:**

##### **Part I - The Request**

At this time Commissioner Charles F. Gruber wishes to reappoint Chief David Wilson as a member of the Baldwin County Emergency Communication (911 Board). Commissioner James E. Ball has requested to appoint Baldwin County Sheriff's Office Chief Deputy Anthony Lowery as a member of the Baldwin County Emergency Communication (911 Board).

## **PART II - GENERAL BACKGROUND - COUNTY EMERGENCY COMMUNICATION DISTRICTS (E-911 BOARD)**

§11-98-4 Code of Alabama 1975 sets forth the appointment process by the "creating authority" [Note: the Baldwin County Emergency Communication District was created by the Baldwin County Commission, through resolution, during their October 2, 1984, regular meeting] of a "seven member" Board of Commissioners. Specifically, §11-98-4 Code of Alabama 1975 states that members of the Board of Commissioners shall be qualified electors of the Baldwin County Emergency Communication District [the Baldwin County Emergency Communication District is composed of all territory lying within the entire area of Baldwin County, Alabama] whom, in this case, are appointed by the Baldwin County Commission to serve four (4) year terms, respectively.

## **PART III - BACKGROUND ON PROPOSED APPOINTMENT**

Staff has verified that Chief David Wilson and Baldwin County Sheriff's Office Chief Deputy Anthony Lowery are qualified electors (i.e. registered voters) of the Baldwin County Emergency Communication District (i.e. Baldwin County, Alabama).

Therefore, staff confirms that the above listed individuals meets the requirements set forth in §11-98-4, Code of Alabama 1975 to be appointed to the Board of Commissioners of the Baldwin County Emergency Communication District.

## **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

## **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

## **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Appointment Letter to:

Chief David Wilson  
1920 Bay Street  
Foley, Alabama 36535

Anthony Lowery  
595 County Road 73  
Summerdale, Alabama 36580

Thank you letter to:

Charles D. Jones  
102 General Canby Drive  
Spanish Fort, Alabama 36527

cc: Joby Smith, Director E-911 - via email only:  
jsmith@baldwin911.org

**Additional instructions/notes:** N/A

# BALDWIN COUNTY EMERGENCY COMMUNICATION DISTRICT

(Commonly referred to as the "911 Board")

Post Office Box 924

Robertsdale, Alabama 36567

Director – Joseph “Joby” Smith (jsmith@baldwin911.org)

(251) 947-3911

## General Board Information:

Appointed by Baldwin County Commission

Seven (7) members

Term of each member is Four (4) years

All members must be qualified electors of Baldwin County Emergency Communication District (i.e. Baldwin County)

Created by resolution of the Baldwin County Commission during October 2, 1984, regular meeting

Statutory Authority - §11-98-4., Code of Alabama 1975

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Alainna Elliott 30197 Loblolly Circle Daphne, AL 36527	Appointed 12/17/2019 to replace the place-seat formerly held by Battalion Chief Joseph “Joey” Holasz term to commence 01/02/2020  12/17/2019 Accepted the resignation of Joseph “Joey” Holasz effective 01/01/2020 and thanked him for his civic service	4 years	01/02/2024
Paul Mueller 6698 County Road 95 Elberta, AL 36530	Reappointed 06/18/2019 term continuing from 03/19/2019	4 years	03/19/2023
Charles D. Jones 102 General Canby Drive Spanish Fort, AL 36527	Reappointed 11/01/2016 term to commence 11/14/2016	4 years	11/14/2020
Chief David Wilson 1920 Bay Street Foley, AL 36535	Reappointed 02/16/2016 term to commence 02/21/2016	4 years	02/21/2020
Raymond (Tony) Lovell 1092 South Pine Street Loxley, AL 36551	Reappointed 06/18/2019 term continuing from 01/01/2017	4 years	01/01/2021
William Pappas 603 Oak Ridge Court West Daphne, AL 36526	Reappointed 06/18/2019 term continuing from 03/19/2019	4 years	03/19/2023
Mr. Al W. Tolbert, Jr. 18109 Old Brady Road Bay Minette, AL 36507	Appointed 12/03/2019 to replace the place seat of Philip A. Bryars, Jr. term to commence January 15, 2020 (when Mr. Bryars’ term expires)	4 years	01/15/2024

REVISED: 12/17/2019 akc





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1389, **Version:** 1

**Item #:** BA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Jeannie M. Peerson, Commission Executive Assistant

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### **ITEM TITLE**

City of Spanish Fort - Annexation Notification

### **STAFF RECOMMENDATION**

Take the following actions:

1) Authorize placement of the following City of Spanish Fort Ordinances and Legislative Acts annexing property within the corporate limits of the City of Spanish Fort into minutes of the September 1, 2020, Baldwin County Commission regular meeting:

#### City of Spanish Fort Ordinance

Ordinance No. 459-2013

Ordinance No. 460-2014

Ordinance No. 462-2014

Ordinance No. 463-2014

Ordinance No. 466-2014

Ordinance No. 467-2014

Ordinance No. 468-2014

Ordinance No. 473-2014

Ordinance No. 475-2014

Ordinance No. 478-2014

Ordinance No. 496-2015

Ordinance No. 499-2016

Ordinance No. 500-2016

Ordinance No. 501-2016

Ordinance No. 521-2017

Ordinance No. 522-2017

Ordinance No. 523-2017

Ordinance No. 551-2019

Ordinance No. 554-2020

Ordinance No. 555-2020

Ordinance No. 561-2020

Ordinance No. 557-2020

Legislative Act

Act No. 2010-593

Act No. 2014-410

Act No. 2015-420

Act No. 2016-290

Act No. 2020-158

Act No. 2020-159

2) Notify the following departments/organizations:

Baldwin County Commission Departments

Baldwin County Commission

Baldwin County Building Inspection Department

Communications/Information Systems Department

Baldwin County Environmental Management/Solid Waste

Baldwin County Highway Department

Baldwin County Planning and Zoning Department

Elected Officials

Baldwin County Revenue Commission

Baldwin County Sheriff's Office

Other Agencies

Board of Registrars Office

Emergency 911

South Alabama Regional Planning Commission

**BACKGROUND INFORMATION**

**Previous Commission action/date:** The following ordinances, which were included in correspondence from the City of Spanish Fort dated July 27, 2020, were previously made a part of the record during the February 4, 2014, Baldwin County Commission meeting.

Ordinance No. 448-2013

Ordinance No. 450-2013

Ordinance No. 455-2013

Ordinance No. 442-2013

Ordinance No. 443-2013

Ordinance No. 445-2013

Ordinance No. 447-2013

Ordinance No. 451-2013

Ordinance No. 453-2013

Ordinance No. 441-2013

Ordinance No. 444-2013

Ordinance No. 446-2013

Ordinance No. 452-2013

Ordinance No. 454-2013

**Background:** The City of Spanish Fort submitted the attached Annexation Ordinances and Legislative Acts annexing certain property into the corporate limits of the City of Spanish Fort, Alabama, to be made part of the record of the Baldwin County Commission meeting on Sept 1, 2020.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Administration - Mail Correspondence to:

Michael M. McMillan, Mayor  
City of Spanish Fort  
7361 Spanish Fort Blvd.  
Spanish Fort, Alabama 36527  
ATTN: Mary Lynn Williams, City Clerk/Treasurer

Memo to various departments/organizations.

**Additional instructions/notes:** N/A



## CITY OF SPANISH FORT

7361 Spanish Fort Blvd.  
Spanish Fort, Alabama 36527  
(251) 626-4884  
(251) 626-4880 Fax

Michael M. McMillan  
Mayor

Mary Lynn Williams  
City Clerk / Treasurer

July 27, 2020

City Council

Robert Curtis Smith  
William A. Menas, Sr.  
Bobby J. Fortenberry  
Clewis W. Smith, Jr.  
Mary W. Brabner

The Honorable Billie Jo Underwood  
Baldwin County Commissioner  
312 Courthouse Square  
Suite 12  
Bay Minette, Alabama 36507

Dear Ms. Underwood:

Enclosed you will find Ordinances adopted by the City Council of the City of Spanish Fort, Alabama, annexing certain properties into the corporate limits of the City. Ordinances marked with an asterisks (\*) are possible duplicates.

Lands of Baldwin County Board of Education

- \*Ordinance No. 448-2013
- \*Ordinance No. 450-2013

Lands of Destin Timberlands, Inc.

- \*Ordinance No. 455-2013

Lands of Grace Magnolias, Inc.

- \*Ordinance No. 442-2013
- \*Ordinance No. 443-2013
- \*Ordinance No. 445-2013
- \*Ordinance No. 447-2013
- \*Ordinance No. 451-2013
- \*Ordinance No. 453-2013

Lands of Rayne Plantation, Inc.

- \*Ordinance No. 441-2013
- \*Ordinance No. 444-2013
- \*Ordinance No. 446-2013
- \*Ordinance No. 452-2013

*"A City of Spirit"*

\*Ordinance No. 454-2013  
Ordinance No. 459-2013  
Ordinance No. 460-2014  
Ordinance No. 462-2014  
Ordinance No. 463-2014  
Ordinance No. 466-2014  
Ordinance No. 467-2014  
Ordinance No. 468-2014

Lands of Hawthorne Properties, L.L.C.

Ordinance No. 473-2014

Land of Shawn and Tracy O'Connor

Ordinance No. 475-2014

Lands of Stagecoach Properties, L.L.C.

Ordinance No. 478-2014

Land of The Property at Blakeley River, L.L.C.

Ordinance No. 496-2015

Lands of the City of Spanish Fort, Alabama

Ordinance No. 499-2016

Ordinance No. 500-2016

Land of City Hope Church

Ordinance No. 501-2016

Land of Jonathan and Ashlie Charest

Ordinance No. 521-2017

Ordinance No. 522-2017

Land of Jared and Amy Douglas

Ordinance No. 523-2017

Lands of Savannah Woods Phase II Owners Association, Inc.

Ordinance No. 551-2019

Land of Judith Barnes

Ordinance No. 554-2020

Lands of Savannah Woods, Phase II, Owners Association, Inc.

Ordinance No. 555-2020

Ordinance No. 561-2020

Land of Michael and Frances Beasley

Ordinance No. 557-2020

Land by Local Legislative Acts

Act No. 2010-593

Act No. 2014-410

Act No. 2015-420

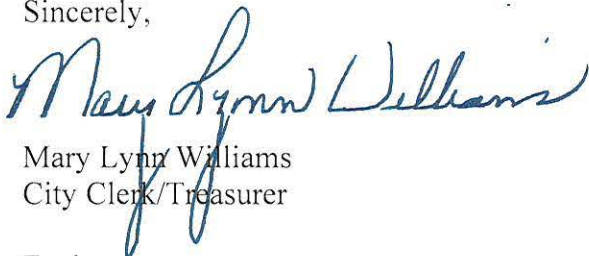
Act No. 2016-290

Act No. 2020-158

Act No. 2020-159

Please retain the same for your records. Should you need additional information or have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink, reading "Mary Lynn Williams". The signature is fluid and cursive, with the first name "Mary" being particularly prominent.

Mary Lynn Williams  
City Clerk/Treasurer

Enclosures

## **ORDINANCE NO. 448-2013**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 18<sup>th</sup> day of July, 2013, BALDWIN COUNTY BOARD OF EDUCATION, an Agency of the State of Alabama, by and through Norman Moore, its President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

#### **SECTION 4. Severability Clause.**

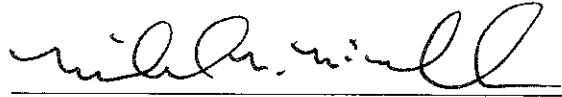
If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

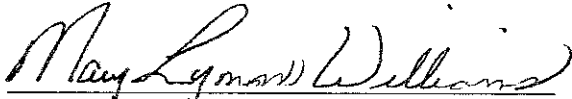


ADOPTED AND APPROVED this 5<sup>th</sup> day of *August*, 2013.



Michael M. McMillan  
Mayor

ATTEST:



Mary Lynn Williams, MMC  
City Clerk

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Norman Moore, acting in my capacity as President of the Baldwin County Board of Education (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, do hereby execute on behalf of the said Petitioner and file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code 11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

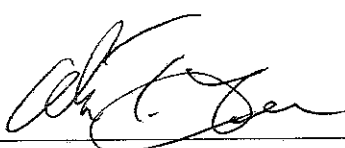
2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

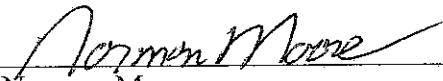
3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 18<sup>th</sup> day of July, 2013.

BALDWIN COUNTY BOARD OF EDUCATION,  
an Agency of the State of Alabama  
Petitioner

Attest:   
Dr. Alan T. Lee  
Superintendent and Ex-Officio Secretary

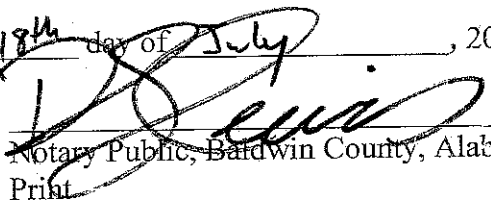
By:   
Norman Moore  
As: President

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that NORMAN MOORE, whose name as President of the Baldwin County Board of Education, an agency of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said board of education.

Given under my hand and seal this 18<sup>th</sup> day of July, 2013.

  
Notary Public, Baldwin County, Alabama  
Print

Name: Robert Scott Lewis

My Commission Expires: 9/23/14

**EXHIBIT A**

**Legal Description**

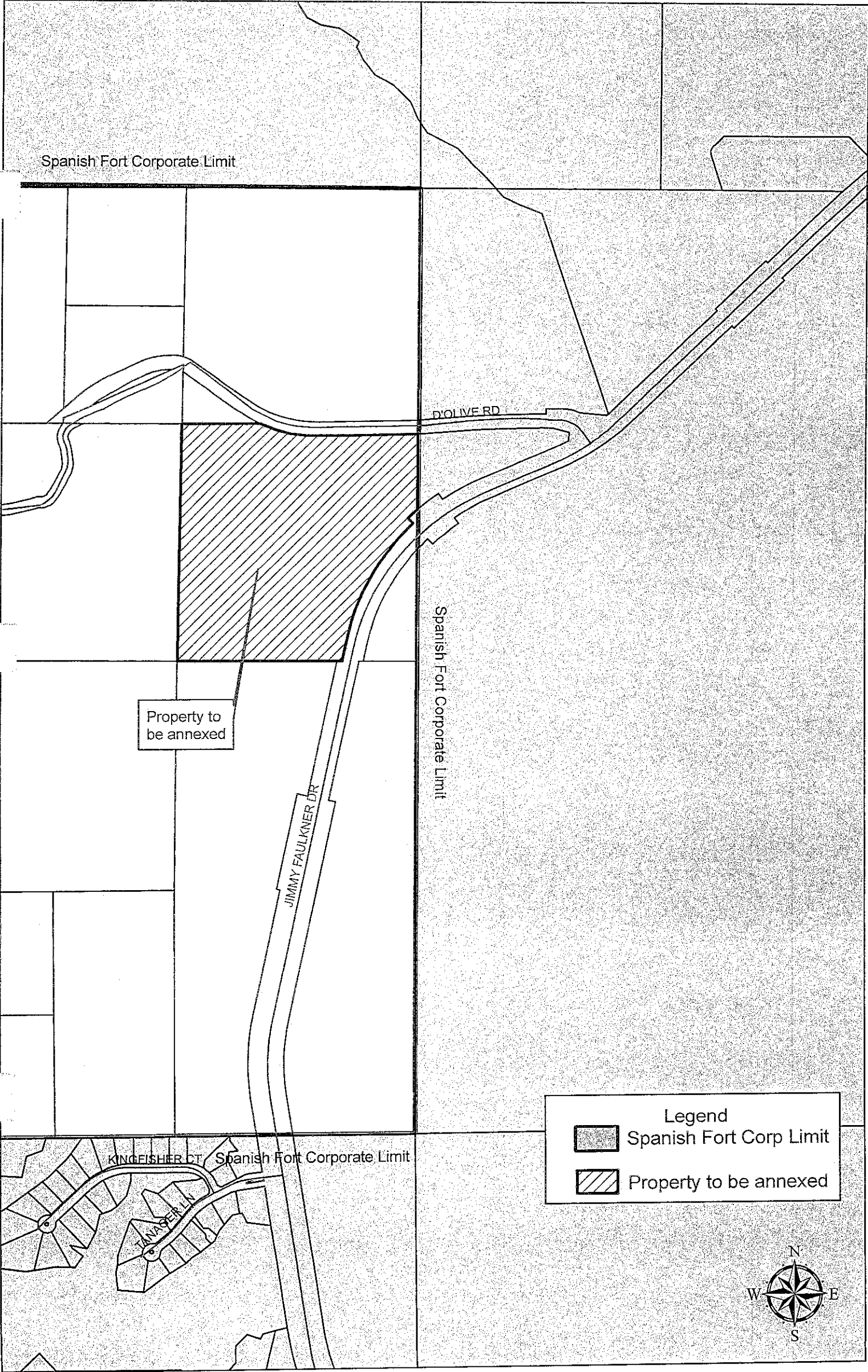
BALDWIN COUNTY, ALABAMA

Township 4 South, Range 2 East

Section 10

SE 1/4 of NE 1/4 Less and Except all that part lying East of Alabama State Highway 181, known as "Jimmy Faulkner Drive."

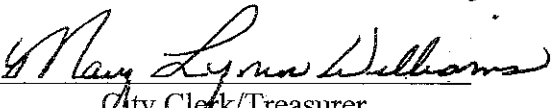
Exhibit 'B'



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on August 6, 2013, in not less than five public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and businesses Papa John's and Belle Foods**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 450-2013**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 13<sup>th</sup> day of August, 2013, RAYNE PLANTATION, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

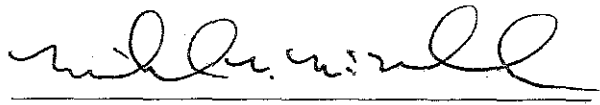
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

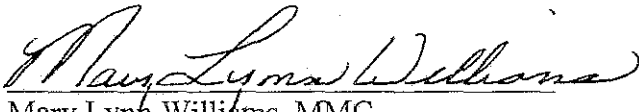
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 19<sup>th</sup> day of August, 2013.



Michael M. McMillan  
Mayor

ATTEST:

  
Mary Lynn Williams, MMC  
City Clerk

I, Mary Lynn Williams, as City Clerk of the City of Spanish Fort, Alabama, do hereby certify the foregoing to be a true and exact copy of Ordinance No 458-2013 and that the original of same appears on record in this office.

Witness my hand and seal this 5<sup>th</sup> day of December, 2013

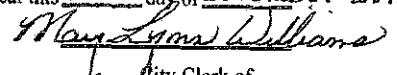
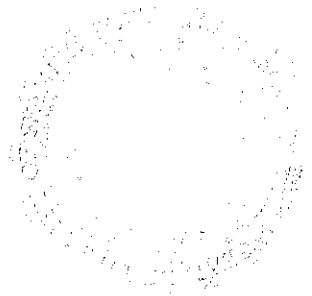
  
City Clerk of  
Spanish Fort, AL

Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of RAYNE PLANTATION, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.


3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 13<sup>th</sup> day of August, 2013.

RAYNE PLANTATION, INC.,  
an Alabama corporation  
Petitioner

  
By: RICHARD E. DAVIS  
Its: Vice President



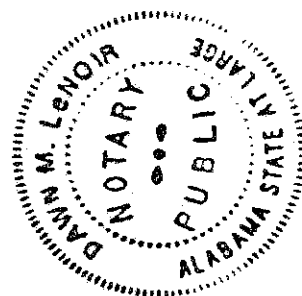
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Dawn M. LeNoir, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of RAYNE PLANTATION, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 13 day of August, 2013.

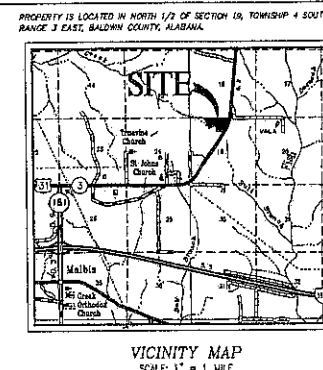
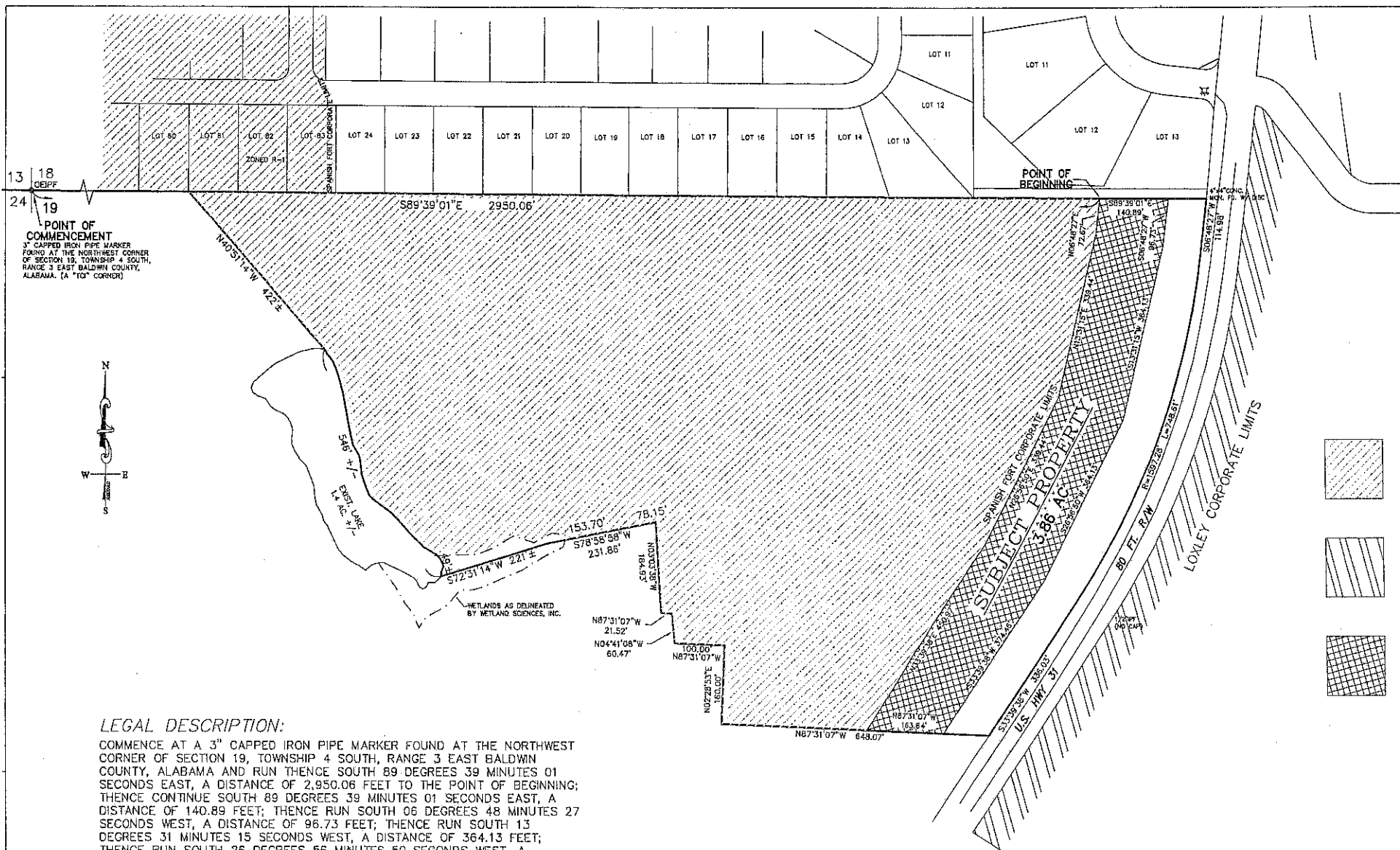
Dawn M. LeNoir  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 11-5-2016



# EXHIBIT A

## LEGAL DESCRIPTION

COMMENCE AT A 3" CAPPED IRON PIPE MARKER FOUND AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 2,950.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 140.89 FEET; THENCE RUN SOUTH 06 DEGREES 48 MINUTES 27 SECONDS WEST, A DISTANCE OF 96.73 FEET; THENCE RUN SOUTH 13 DEGREES 31 MINUTES 15 SECONDS WEST, A DISTANCE OF 364.13 FEET; THENCE RUN SOUTH 26 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 364.13 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 374.46 FEET; THENCE RUN NORTH 87 DEGREES 31 MINUTES 07 SECONDS WEST, A DISTANCE OF 163.64 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 450.97 FEET; THENCE RUN NORTH 26 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 339.44 FEET; THENCE RUN NORTH 13 DEGREES 31 MINUTES 15 SECONDS EAST, A DISTANCE OF 339.44 FEET; THENCE RUN NORTH 06 DEGREES 48 MINUTES 27 SECONDS EAST, A DISTANCE OF 72.67 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 3.86 ACRES, MORE OR LESS, AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA.



# **LEGAL DESCRIPTION:**


COMMENCE AT A 3" CAPPED IRON PIPE MARKER FOUND AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 2,950.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 140.89 FEET; THENCE RUN SOUTH 06 DEGREES 48 MINUTES 27 SECONDS WEST, A DISTANCE OF 96.73 FEET; THENCE RUN SOUTH 13 DEGREES 31 MINUTES 15 SECONDS WEST, A DISTANCE OF 364.13 FEET; THENCE RUN SOUTH 26 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 364.13 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 374.46 FEET; THENCE RUN NORTH 87 DEGREES 31 MINUTES 07 SECONDS WEST, A DISTANCE OF 163.64 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 450.97 FEET; THENCE RUN NORTH 26 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 339.44 FEET; THENCE RUN NORTH 13 DEGREES 31 MINUTES 15 SECONDS EAST, A DISTANCE OF 339.44 FEET; THENCE RUN NORTH 06 DEGREES 48 MINUTES 27 SECONDS EAST, A DISTANCE OF 72.67 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 3.86 ACRES, MORE OR LESS, AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA.

# **EXHIBIT B**

## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on August 20, 2013, in not less than five public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and businesses Papa John's and Belle Foods**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 455-2013**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTIES INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 7<sup>th</sup> day of October, 2013, DESTIN TIMBERLANDS, INC., by and through Roy Michael Duren, its President, and DJM, L.L.C., by and through Roy Michael Duren, its Vice President, being the owners of the parcels of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said properties be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject properties, the signatures of the owners of the subject properties and a map of the subject properties showing their relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said properties are contiguous to the corporate limits of the City of Spanish Fort and do not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the properties described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the properties described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional properties as described in Exhibit B and as depicted in Exhibit C of the petition filed by the owners of the properties which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject properties, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

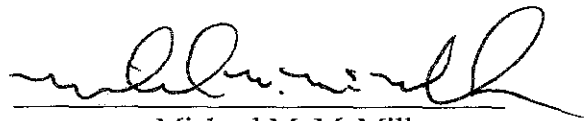
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

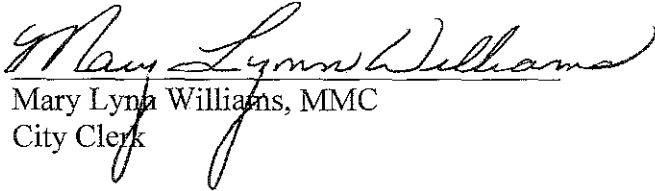
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 7<sup>th</sup> day of October, 2013.

A handwritten signature in black ink, appearing to read "Michael M. McMillan", written over a horizontal line.

Michael M. McMillan  
Mayor

ATTEST:

A handwritten signature in black ink, appearing to read "Mary Lynn Williams", written over a horizontal line.

Mary Lynn Williams, MMC  
City Clerk

PETITION FOR ANNEXATION OF CERTAIN PROPERTIES INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

The undersigned property owners whose names are set forth in Exhibit A (hereinafter referred to as the Petitioners) are the owners of the hereinafter described properties as set forth in Exhibit B, and do hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the properties hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioners submit and show the following:

1. The properties made the subject of this petition and request for annexation to the City of Spanish Fort are described in Exhibit B which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the properties described in Exhibit B showing their relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit C and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioners hereby certify that they are the sole owners of the properties made the subject of this petition and request for annexation.

4. The undersigned Petitioners hereby represent and certify that the properties described in Exhibit B are contiguous to the corporate limits of the City of Spanish Fort, and said properties do not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioners represent and certify that either (1) all of the properties described in Exhibit B do not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said properties lie within the police jurisdiction of another municipality, the Petitioners hereby represent and certify that all of the subject properties are located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfy the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioners do hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described properties into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioners have caused this instrument to be executed individually or by their duly authorized representatives on the date opposite their respective signatures.

Exhibit I

PARCEL 1  
DESTIN TIMBERLANDS, INC.,  
a Florida corporation

10-07-2013  
DATE

By: Roy Michael Duren  
ROY MICHAEL DUREN  
Its President  
Petitioner

STATE OF FLORIDA

COUNTY OF Escambia

I, JANE D. RENFROE, a Notary Public, in and for said County in said State, hereby certify that ROY MICHAEL DUREN, whose name as President of DESTIN TIMBERLANDS, INC., a Florida corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 7 day of October, 2013.

Jane D. Renfro  
Notary Public, Escambia County, Florida  
My Commission Expires: \_\_\_\_\_





PARCEL 2  
DJM, L.L.C.,  
an Alabama limited liability company

10-07-2013  
DATE

By: Roy Michael Duren  
ROY MICHAEL DUREN  
Its Vice President  
Petitioner

STATE OF FLORIDA

COUNTY OF Escambia

I, Jane D. Renfro, a Notary Public, in and for said County in said State, hereby certify that ROY MICHAEL DUREN, whose name as Vice President of DJM, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 7 day of October, 2013.

Jane D. Renfro  
Notary Public, Escambia County, Florida  
My Commission Expires: \_\_\_\_\_



## EXHIBIT A

The following parcels described in Exhibit B hereto are located within Section 25, Township 4 South, Range 2 East, Baldwin County, Alabama:

Parcel 1: Destin Timberlands, Inc.

Parcel 2: DJM, L.L.C.

**EXHIBIT B**

Page 1 of 2  
(Parcel 1)

**ANNEXATION FOR  
DESTIN TIMBERLANDS, INC**

COMMENCE AT A 3 INCH TENNESSEE COAL AND IRON CAPPED IRON PIPE MARKER AT THE "LOCALLY ACCEPTED" SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SAINT STEPHENS MERIDIAN AND RUN THENCE NORTH 89 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 754.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 738.32 FEET; THENCE RUN NORTH 00 DEGREES 04 MINUTES 48 SECONDS EAST, A DISTANCE OF 229.90 FEET; THENCE RUN SOUTH 89 DEGREES 33 MINUTES 19 SECONDS EAST, A DISTANCE OF 377.06 FEET; THENCE RUN NORTH 40 DEGREES 09 MINUTES 02 SECONDS WEST, A DISTANCE OF 335.41 FEET; THENCE RUN NORTH 49 DEGREES 50 MINUTES 58 SECONDS EAST, A DISTANCE OF 135.00 FEET; THENCE RUN NORTH 70 DEGREES 55 MINUTES 02 SECONDS EAST, A DISTANCE OF 50.03 FEET TO A POINT ON THE WEST MARGIN OF WHISPER WOODS PHASE 4, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2338-A, BALDWIN COUNTY PROBATE RECORDS; THENCE RUN ALONG THE WEST AND SOUTH MARGINS OF SAID WHISPER WOODS PHASE 4 THE FOLLOWING DESCRIBED COURSES:

SOUTH 39 DEGREES 47 MINUTES 08 SECONDS EAST, A DISTANCE OF 267.26 FEET; SOUTH 75 DEGREES 49 MINUTES 39 SECONDS EAST, A DISTANCE OF 164.61 FEET; SOUTH 31 DEGREES 29 MINUTES 05 SECONDS EAST, A DISTANCE OF 184.02 FEET;

THENCE DEPARTING SAID WHISPER WOODS SUBDIVISION, RUN THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 189.31 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 5.94 ACRES, MORE OR LESS, AND LIES IN SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

**EXHIBIT B**

Page 2 of 2  
(Parcel 2)

**ANNEXATION FOR  
DJM, L.L.C.**

COMMENCE AT A 3 INCH TENNESSEE COAL AND IRON CAPPED IRON PIPE MARKER AT THE "LOCALLY ACCEPTED" SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SAINT STEPHENS MERIDIAN AND RUN THENCE NORTH 89 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 1492.91 FEET; THENCE RUN NORTH 00 DEGREES 04 MINUTES 48 SECONDS EAST, A DISTANCE OF 229.90 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEGREES 33 MINUTES 19 SECONDS EAST, A DISTANCE OF 377.06 FEET; THENCE RUN NORTH 40 DEGREES 09 MINUTES 02 SECONDS WEST, A DISTANCE OF 335.41 FEET; THENCE RUN NORTH 49 DEGREES 50 MINUTES 58 SECONDS EAST, A DISTANCE OF 135.00 FEET; THENCE RUN NORTH 70 DEGREES 55 MINUTES 02 SECONDS EAST, A DISTANCE OF 50.03 FEET TO A POINT ON THE WEST MARGIN OF WHISPER WOODS PHASE 4, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2338-A, BALDWIN COUNTY PROBATE RECORDS; THENCE RUN ALONG SAID WEST MARGIN AND THE WEST MARGINS OF WHISPER WOODS PHASE 3, SLIDE 2333-D, AND WHISPER WOODS PHASE 2A, SLIDE 2094-C & D, THE FOLLOWING DESCRIBED COURSES:

NORTH 39 DEGREES 47 MINUTES 08 SECONDS WEST, A DISTANCE OF 65.16 FEET; NORTH 57 DEGREES 03 MINUTES 22 SECONDS EAST, A DISTANCE OF 123.73 FEET; NORTH 31 DEGREES 22 MINUTES 53 SECONDS WEST, A DISTANCE OF 106.78 FEET; NORTH 31 DEGREES 16 MINUTES 53 SECONDS WEST, A DISTANCE OF 60.55 FEET; NORTH 40 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 441.89 FEET;

THENCE DEPARTING SAID WHISPER WOODS SUBDIVISIONS, RUN SOUTH 00 DEGREES 04 MINUTES 48 SECONDS WEST, A DISTANCE OF 954.79 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 5.12 ACRES, MORE OR LESS, AND LIES IN SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

U S HWY 31

EXHIBIT 'C'

OLD HIGHWAY 31

BALSAM CT

PINYON DR

LODGEPOLE CT

MADRONE LN

CATALPA CT

ALDER DR

LEERD

UNNAMED

Parcel 2

Parcel 1

Spanish Fort Corporate Limits

Spanish Fort Corporate Limits

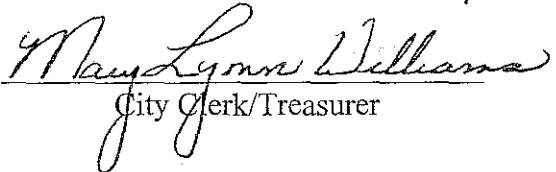
Parcel 1 and 2 proposed  
for annexation into Spanish  
Fort

WINDY WOODS

## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on October 8, 2013, in not less than five public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and businesses Papa John's and Belle Foods**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 442-2013**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 13<sup>th</sup> day of June, 2013, GRACE MAGNOLIAS, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

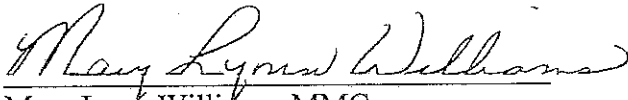
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 17<sup>th</sup> day of June, 2013.



Michael M. McMillan  
Mayor

ATTEST:

  
Mary Lynn Williams, MMC  
City Clerk

I, Mary Lynn Williams, as City Clerk of the City of Spanish Fort, Alabama, do hereby certify the foregoing to be a true and exact copy of ORDINANCE NO. 4-42-2013 and that the original of same appears on record in this office.

Witness my hand and seal this 5th day of December 2013

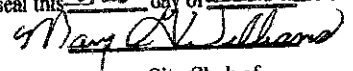
  
City Clerk of  
Spanish Fort, AL



Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of GRACE MAGNOLIAS, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

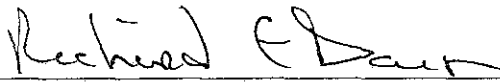
3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 30<sup>th</sup> day of June, 2013.

GRACE MAGNOLIAS, INC.,  
an Alabama corporation  
Petitioner

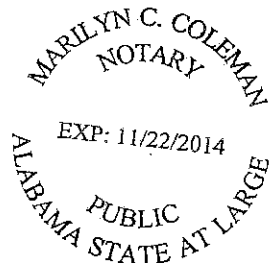
  
By: RICHARD E. DAVIS  
Its: Vice President

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Marilyn C. Coleman, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of GRACE MAGNOLIAS, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 13<sup>th</sup> day of June, 2013.

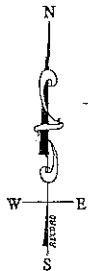


Marilyn C. Coleman  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 11/22/2014

# EXHIBIT A

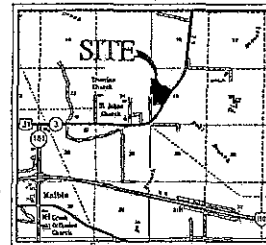
## LEGAL DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF GRACE MAGNOLIAS SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2473-F, BALDWIN COUNTY PROBATE RECORDS: THENCE RUN NORTH 00° 20' 32" EAST, A DISTANCE OF 302.30 FEET; THENCE RUN SOUTH 89° 24' 14" WEST, A DISTANCE OF 200.03 FEET; THENCE RUN NORTH 00° 34' 31" EAST, A DISTANCE OF 5.43 FEET; THENCE RUN NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 230.57 FEET, AN ARC DISTANCE OF 142.11 FEET, (CHORD BEARS NORTH 16° 57' 59" WEST FOR 139.87 FEET); THENCE RUN NORTH 00° 09' 13" WEST FOR 535.47 FEET; RUN THENCE SOUTH 26° 22' 46" EAST FOR 146.98 FEET; RUN THENCE SOUTH 50° 32' 52" EAST FOR 429.35 FEET; RUN THENCE NORTH 39° 27' 08" EAST, A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 50° 32' 52" EAST, A DISTANCE OF 37.23 FEET; THENCE RUN SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, AN ARC DISTANCE OF 76.83 FEET, (CHORD BEARS SOUTH 55° 43' 36" EAST FOR 76.73 FEET); THENCE RUN NORTH 29° 05' 39" EAST, A DISTANCE OF 50.00 FEET; THENCE RUN SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET, AN ARC DISTANCE OF 44.18 FEET, (CHORD BEARS SOUTH 64° 16' 51" EAST FOR 44.15 FEET); THENCE RUN SOUTH 32° 21' 36" WEST, A DISTANCE OF 762.25 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 5.66 ACRES, MORE OR LESS AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST, ST STEPHENS MERIDIAN.



LINE	BEARING	DISTANCE
L1	N00°34'31"E	5.43'
L2	S50°32'52"E	37.23'
L3	N23°05'39"E	50.00'
L4	S33°39'38"W	30.00'

CURVE	RADIUS	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	230.57'	142.11'	73.39'	139.87'	N16°57'59"W
C2	425.00'	76.83'	38.52'	76.73'	S55°43'36"E
C3	375.00'	44.18'	22.11'	44.15'	S64°16'51"E



VICINITY MAP  
SCALE 1" = 1 MILE

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF GRACE MAGNOLIAS SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2473-F, BALDWIN COUNTY PROBATE RECORDS; THENCE RUN NORTH 00° 20' 32" EAST, A DISTANCE OF 302.30 FEET; THENCE RUN SOUTH 89° 24' 14" WEST, A DISTANCE OF 200.03 FEET; THENCE RUN NORTH 00° 34' 31" EAST, A DISTANCE OF 5.43 FEET; THENCE RUN NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 230.57 FEET, AN ARC DISTANCE OF 142.11 FEET, (CHORD BEARS NORTH 16° 57' 59" WEST FOR 139.87 FEET); THENCE RUN NORTH 00° 09' 13" WEST FOR 535.47 FEET; RUN THENCE SOUTH 26° 22' 46" EAST FOR 146.98 FEET; RUN THENCE SOUTH 50° 32' 52" EAST FOR 429.35 FEET; RUN THENCE NORTH 39° 27' 08" EAST, A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 50° 32' 52" EAST, A DISTANCE OF 37.23 FEET; THENCE RUN SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, AN ARC DISTANCE OF 76.83 FEET, (CHORD BEARS SOUTH 55° 43' 36" EAST FOR 76.73 FEET); THENCE RUN NORTH 29° 05' 39" EAST, A DISTANCE OF 50.00 FEET; THENCE RUN SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET, AN ARC DISTANCE OF 44.18 FEET, (CHORD BEARS SOUTH 64° 16' 51" EAST FOR 44.15 FEET); THENCE RUN SOUTH 32° 21' 36" WEST, A DISTANCE OF 762.25 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 5.66 ACRES, MORE OR LESS AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST, ST STEPHENS MERIDIAN.

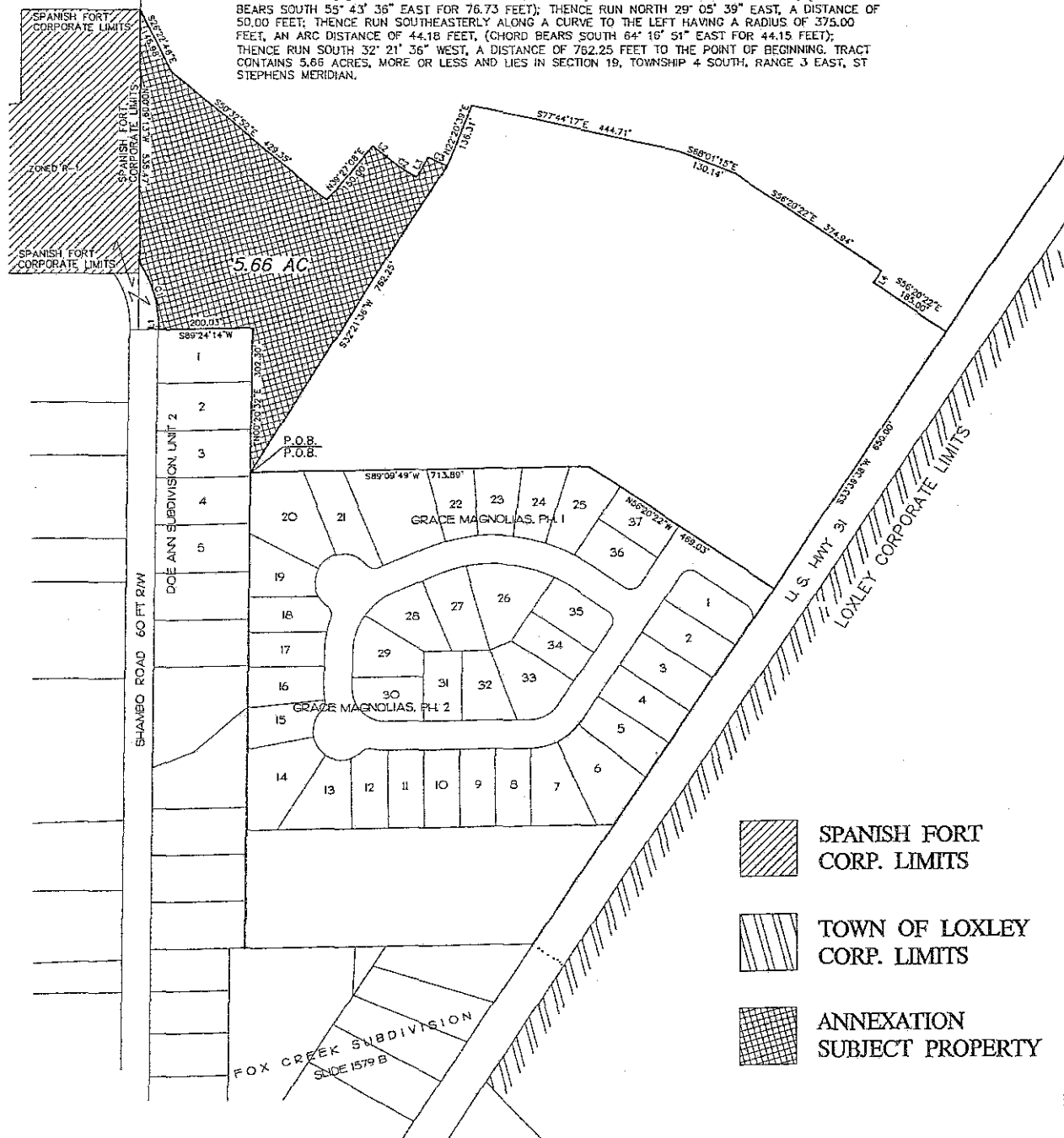


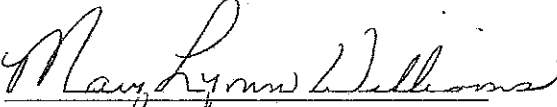
EXHIBIT B

**PREBLE-RISH L.L.C.**  
CONSULTING ENGINEERS & SURVEYORS  
CIVIL • SURVEYING • SITE PLANNING  
9949 Ballantyne Ave. • Dunwoody, AL 36328  
251.990.9950 fax 251.990.9950 info@preble-rish.net

## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on June 18, 2013, in not less than five public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and businesses Papa John's and Belle Foods**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
\_\_\_\_\_  
City Clerk/Treasurer

## **ORDINANCE NO. 443-2013**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 28<sup>th</sup> day of June, 2013, GRACE MAGNOLIAS, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

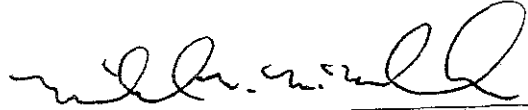
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

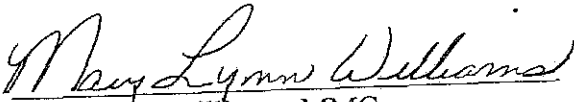
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 1<sup>st</sup> day of July, 2013.



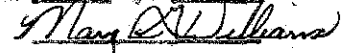
Michael M. McMillan  
Mayor

ATTEST:

  
Mary Lynn Williams, MMC  
City Clerk

I, Mary Lynn Williams, as City Clerk of the City of Spanish Fort, Alabama, do hereby certify the foregoing to be a true and exact copy of Ordinance No 443-2013 and that the original of same appears on record in this office.

Witness my hand and seal this 5th day of December, 2013



City Clerk of  
Spanish Fort, AL

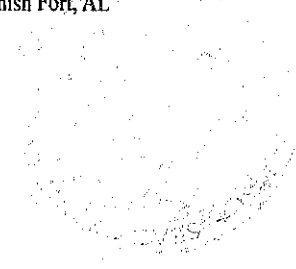


Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of GRACE MAGNOLIAS, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 28<sup>th</sup> day of June, 2013.

GRACE MAGNOLIAS, INC.,  
an Alabama corporation  
Petitioner

  
By: RICHARD E. DAVIS  
Its: Vice President



STATE OF ALABAMA

COUNTY OF BALDWIN

I, Dawn M. Lenoir, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of GRACE MAGNOLIAS, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 26<sup>th</sup> day of June, 2013.

Dawn M. Lenoir

Notary Public, Baldwin County, Alabama

My Commission Expires: 11-5-2016



# EXHIBIT A

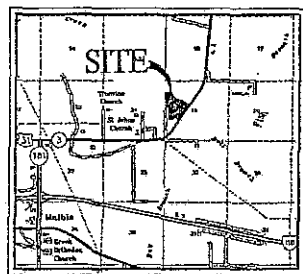
## LEGAL DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF GRACE MAGNOLIAS SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2473-F, BALDWIN COUNTY PROBATE RECORDS FOR A POINT OF BEGINNING: THENCE RUN NORTH 32 DEGREES 21 MINUTES 36 SECONDS EAST, A DISTANCE OF 762.25 FEET; THENCE RUN NORTH 22 DEGREES 20 MINUTES 39 SECONDS EAST, A DISTANCE OF 136.31 FEET; THENCE RUN SOUTH 77 DEGREES 44 MINUTES 17 SECONDS EAST, A DISTANCE OF 444.71 FEET; THENCE RUN SOUTH 68 DEGREES 01 MINUTES 15 SECONDS EAST, A DISTANCE OF 130.14 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 742.47 FEET; THENCE RUN SOUTH 89 DEGREES 09 MINUTES 49 SECONDS WEST, A DISTANCE OF 603.58 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 9.81 ACRES, MORE OR LESS AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST, ST STEPHENS MERIDIAN.



LINE	BEARING	DISTANCE
L1	N00°34'31"E	5.43'
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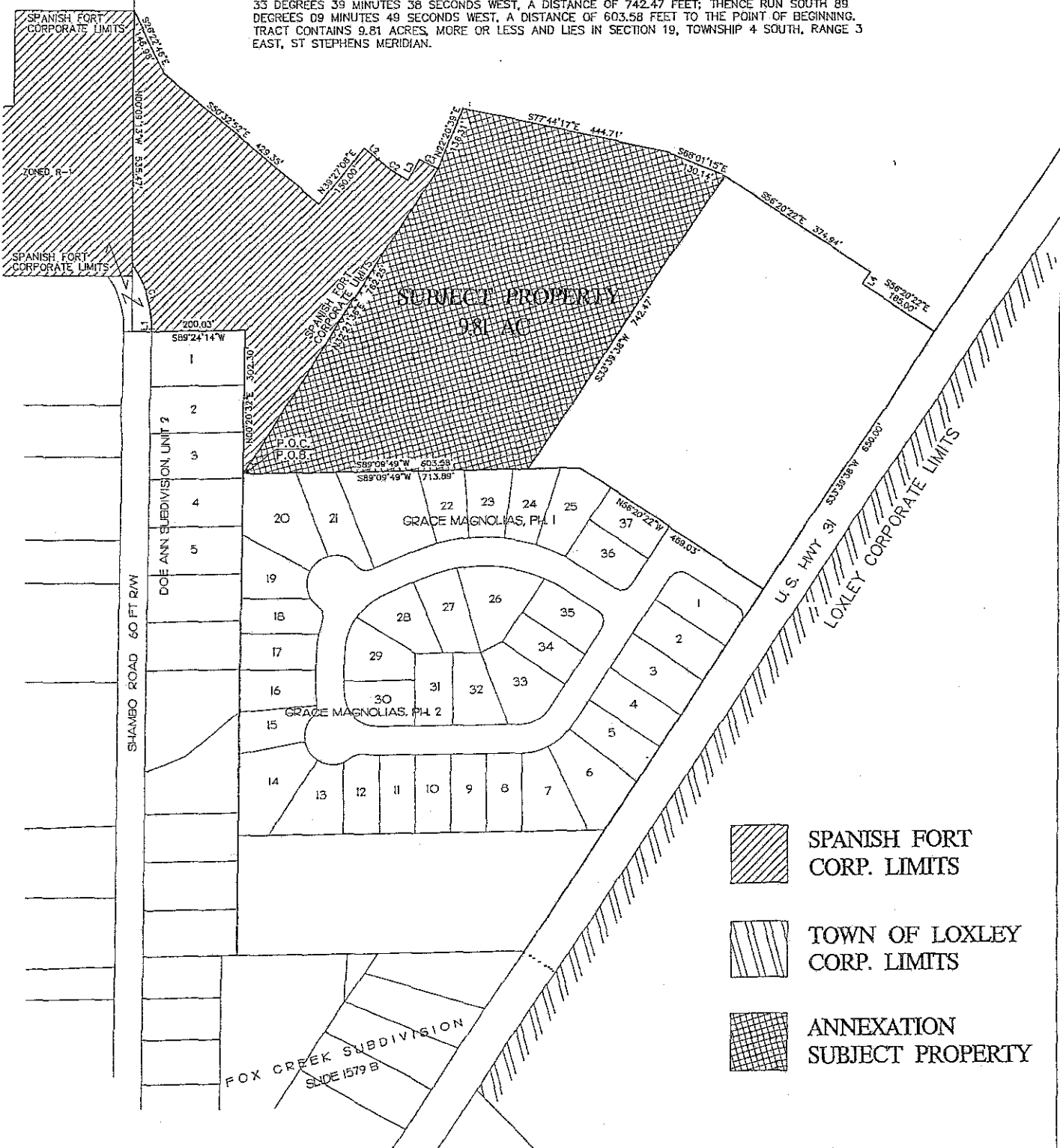
CURVE	RADIUS	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	230.57'	142.11'	73.39'	139.87'	N16°57'59"W
C2	425.00'	76.83'	38.52'	76.73'	S55°43'36"E
C3	375.00'	44.18'	22.11'	44.15'	S64°16'51"E



VICINITY MAP  
SCALE: 1" = 1 MILE

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF GRACE MAGNOLIAS SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2473-F, BALDWIN COUNTY PROBATE RECORDS FOR A POINT OF BEGINNING; THENCE RUN NORTH 32 DEGREES 21 MINUTES 36 SECONDS EAST, A DISTANCE OF 762.25 FEET; THENCE RUN NORTH 22 DEGREES 20 MINUTES 39 SECONDS EAST, A DISTANCE OF 136.31 FEET; THENCE RUN SOUTH 77 DEGREES 44 MINUTES 17 SECONDS EAST, A DISTANCE OF 444.71 FEET; THENCE RUN SOUTH 68 DEGREES 01 MINUTES 15 SECONDS EAST, A DISTANCE OF 130.14 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 742.47 FEET; THENCE RUN SOUTH 89 DEGREES 09 MINUTES 49 SECONDS WEST, A DISTANCE OF 603.58 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 9.81 ACRES, MORE OR LESS AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST, ST STEPHENS MERIDIAN.



- SPANISH FORT CORP. LIMITS
- TOWN OF LOXLEY CORP. LIMITS
- ANNEXATION SUBJECT PROPERTY

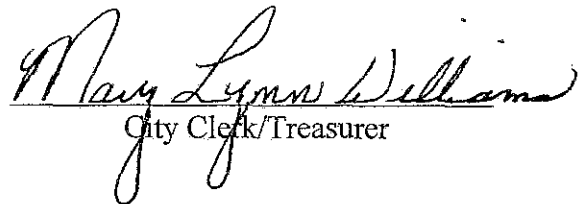
EXHIBIT B

**PREBLE-RISH L.L.C.**  
CONSULTING ENGINEERS & SURVEYORS  
CIVIL SURVEYING SITE PLANNING  
9949 Belliston Ave. Daphne, AL 36526  
251-990-9950 fax 251-990-9910 info@preble-rish.net

## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on July 2, 2013, in not less than five public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and businesses Papa John's and Belle Foods**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 445-2013**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 12<sup>th</sup> day of July, 2013, GRACE MAGNOLIAS, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

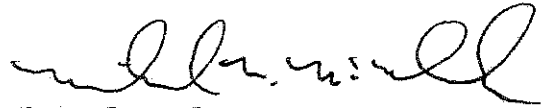
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

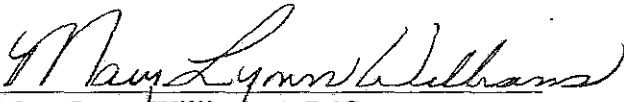
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 15<sup>th</sup> day of July, 2013.



Michael M. McMillan  
Mayor

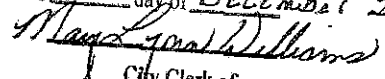
ATTEST:



Mary Lynn Williams, MMC  
City Clerk

I, Mary Lynn Williams, as City Clerk of the City of Spanish Fort, Alabama, do hereby certify the foregoing to be a true and exact copy of Ordinance No. 445, 2013 and that the original of same appears on record in this office.

Witness my hand and seal this 5<sup>th</sup> day of December 2013



City Clerk of  
Spanish Fort, AL

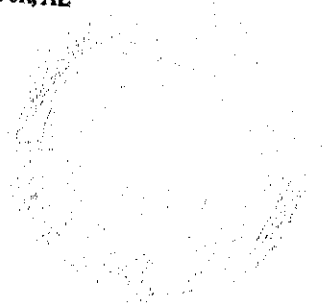


Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of GRACE MAGNOLIAS, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

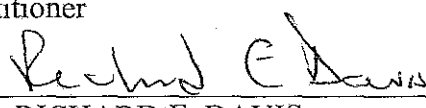
3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 12<sup>th</sup> day of July, 2013.

GRACE MAGNOLIAS, INC.,  
an Alabama corporation  
Petitioner

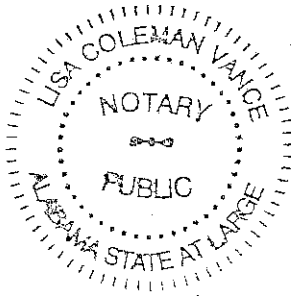
  
By: RICHARD E. DAVIS  
Its: Vice President

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Lisa Coleman Vance, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of GRACE MAGNOLIAS, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 12<sup>th</sup> day of July, 2013.



Lisa Coleman Vance  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 3-13-2017



# EXHIBIT A

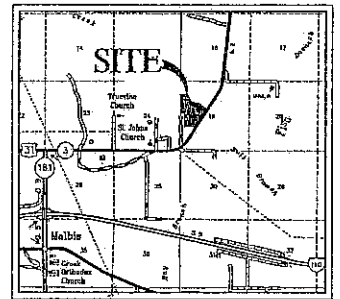
## LEGAL DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF GRACE MAGNOLIAS SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2473-F, BALDWIN COUNTY PROBATE RECORDS AND RUN THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS EAST, A DISTANCE OF 603.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 09 MINUTES 49 SECONDS EAST, A DISTANCE OF 110.31 FEET; THENCE RUN SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 209.09 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 680.00 FEET; THENCE RUN NORTH 56 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 300.00 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 742.47 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 4.75 ACRES, MORE OR LESS AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST, ST STEPHENS MERIDIAN.



LINE	BEARING	DISTANCE
L1	N00°34'31"E	5.43'
L2	S50°32'52"E	37.23'
L3	N29°05'39"E	50.00'
L4	S33°39'38"W	30.00'

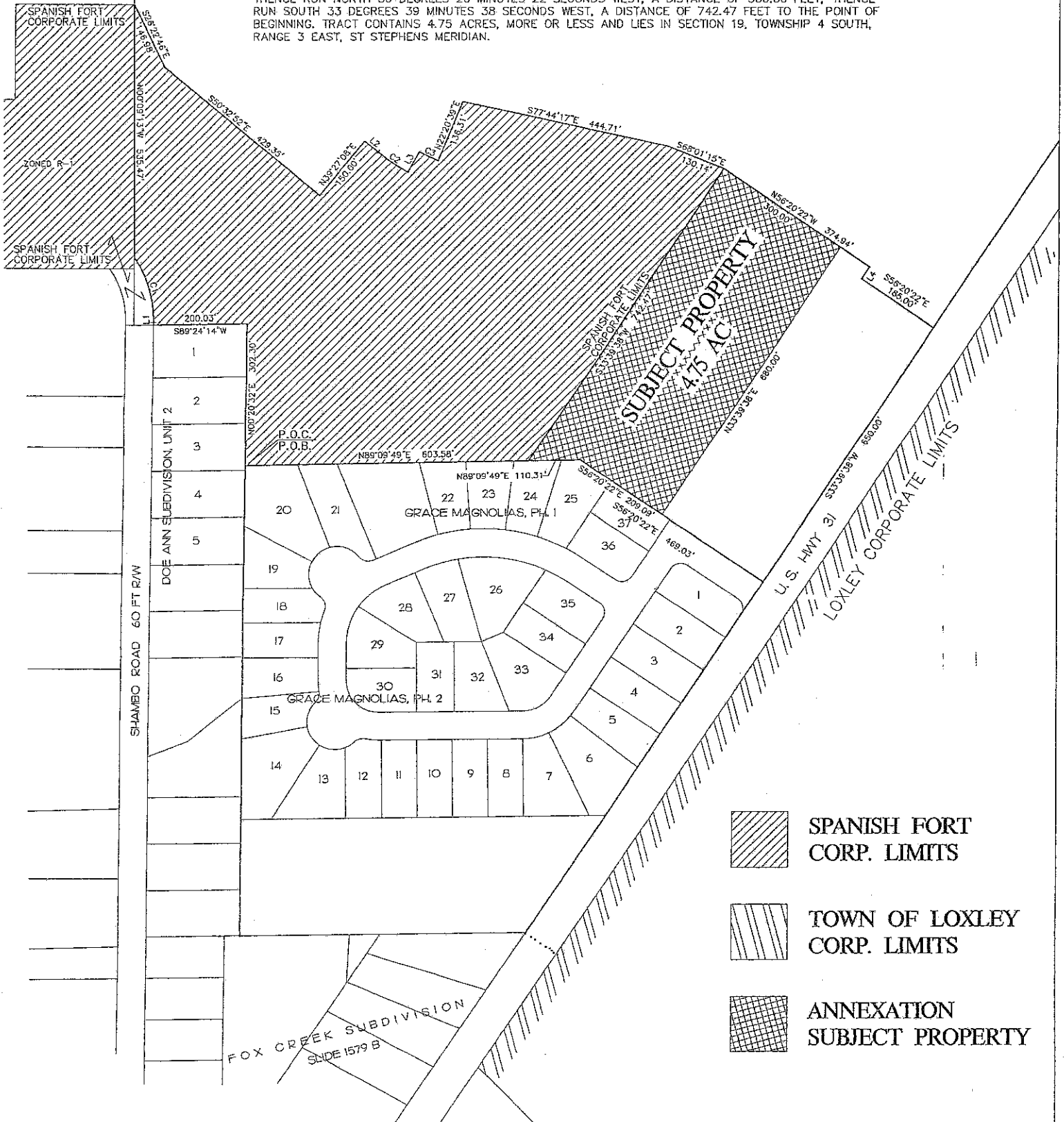
CURVE	RADIUS	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	230.57'	142.11'	73.39'	139.87'	N16°57'59"W
C2	425.00'	76.83'	38.52'	76.73'	S55°43'36"E
C3	375.00'	44.18'	22.11'	44.15'	S64°16'51"E



VICINITY MAP  
SCALE: 1" = 1 MILE

#### LEGAL DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF GRACE MAGNOLIAS SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2473-F, BALDWIN COUNTY PROBATE RECORDS AND RUN THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS EAST, A DISTANCE OF 603.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 09 MINUTES 49 SECONDS EAST, A DISTANCE OF 110.31 FEET; THENCE RUN SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 209.09 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 680.00 FEET; THENCE RUN NORTH 56 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 300.00 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 742.47 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 4.75 ACRES, MORE OR LESS AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST, ST STEPHENS MERIDIAN.



- SPANISH FORT CORP. LIMITS
- TOWN OF LOXLEY CORP. LIMITS
- ANNEXATION SUBJECT PROPERTY

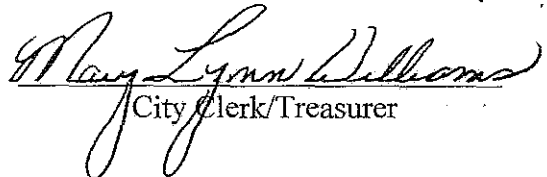
# EXHIBIT B

**PREBLE-RISH L.L.C.**  
CONSULTING ENGINEERS & SURVEYORS  
CIVIL - SURVEYING - SITE PLANNING  
8949 Bellaton Ave. Dauphin, AL 36526  
251.990.9990 fax 251.990.9970 info@preblerish.net

## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on July 16, 2013, in not less than five public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and businesses Papa John's and Belle Foods**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 447-2013**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 31<sup>st</sup> day of July, 2013, GRACE MAGNOLIAS, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

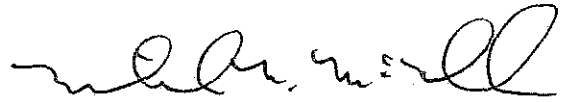
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

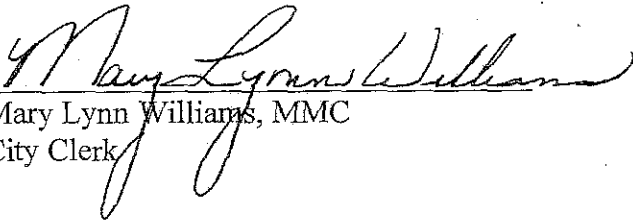
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 5<sup>th</sup> day of *August*, 2013.



Michael M. McMillan  
Mayor

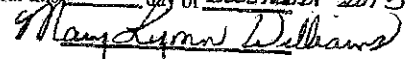
ATTEST:



Mary Lynn Williams, MMC  
City Clerk

I, Mary Lynn Williams, as City Clerk of the City of Spanish Fort, Alabama, do hereby certify the foregoing to be a true and exact copy of Ordinance No 441-2013 and that the original of same appears on record in this office.

Witness my hand and seal this 5<sup>th</sup> day of December 2013



City Clerk of  
Spanish Fort, AL



Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of GRACE MAGNOLIAS, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.


3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 31<sup>st</sup> day of July, 2013.

GRACE MAGNOLIAS, INC.,  
an Alabama corporation  
Petitioner

  
By: RICHARD E. DAVIS  
Its: Vice President

STATE OF ALABAMA

COUNTY OF BALDWIN

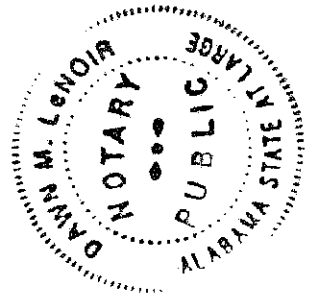
I, Dawn M. Lenoir, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of GRACE MAGNOLIAS, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 31<sup>st</sup> day of July, 2013.

Dawn M. Lenoir

Notary Public, Baldwin County, Alabama

My Commission Expires: 11-5-2016



# EXHIBIT A

## LEGAL DESCRIPTION

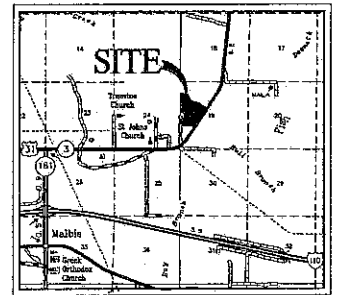
COMMENCE AT THE NORTHWEST CORNER OF GRACE MAGNOLIAS SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2473-F, BALDWIN COUNTY PROBATE RECORDS AND RUN THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS EAST, A DISTANCE OF 713.89 FEET; THENCE RUN SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 209.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 650.00 FEET; THENCE RUN NORTH 56 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 75.06 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE RUN NORTH 56 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 74.94 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 680.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 2.29 ACRES, MORE OR LESS AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA.





LINE	BEARING	DISTANCE
L1	N00°34'31"E	5.43'
L2	S50°32'52"E	37.23'
L3	N29°05'39"E	50.00'
L4	S33°39'38"W	30.00'

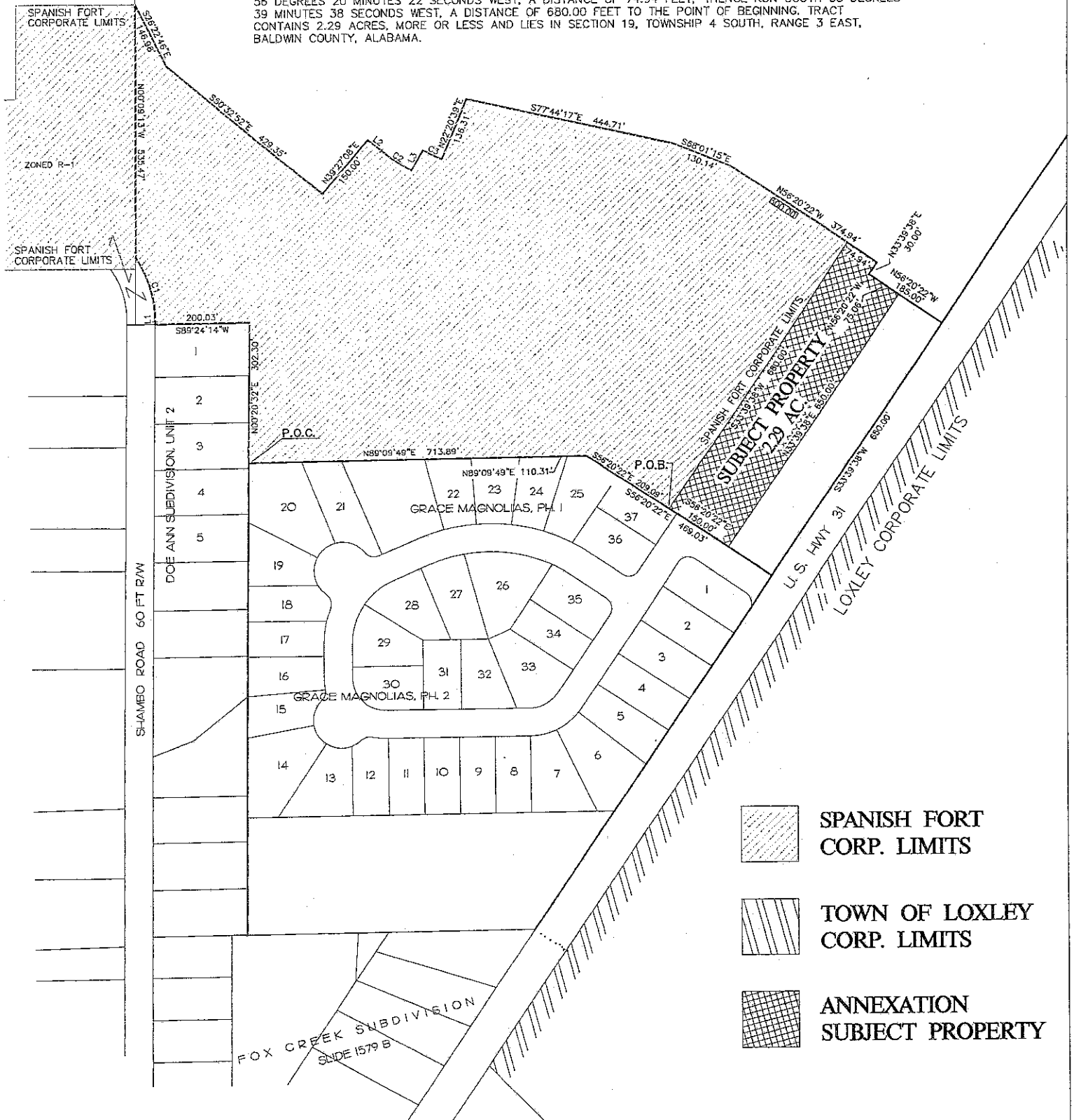
CURVE	RADIUS	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	230.57'	142.11'	73.39'	139.87'	N16°57'59"W
C2	425.00'	76.83'	38.52'	76.73'	S55°43'36"E
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VICINITY MAP  
SCALE 1" = 1 MILE

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF GRACE MAGNOLIAS SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2473-F, BALDWIN COUNTY PROBATE RECORDS AND RUN THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS EAST, A DISTANCE OF 713.89 FEET; THENCE RUN SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 209.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 650.00 FEET; THENCE RUN NORTH 56 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 75.06 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE RUN NORTH 56 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 74.94 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 680.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 2.29 ACRES, MORE OR LESS AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA.



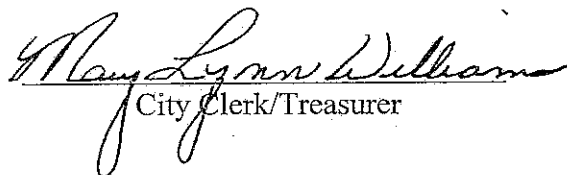
- SPANISH FORT CORP. LIMITS
- TOWN OF LOXLEY CORP. LIMITS
- ANNEXATION SUBJECT PROPERTY

EXHIBIT B

## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on August 6, 2013, in not less than five public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and businesses Papa John's and Belle Foods**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 451-2013**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 13<sup>th</sup> day of August, 2013, GRACE MAGNOLIAS, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

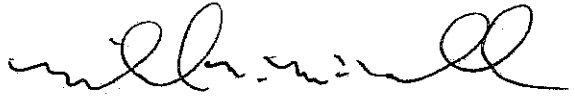
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

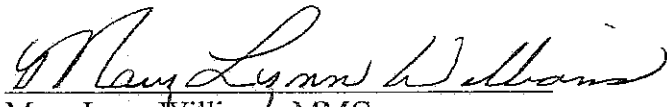
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 19<sup>th</sup> day of August, 2013.



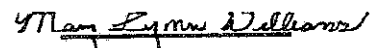
Michael M. McMillan  
Mayor

ATTEST:

  
Mary Lynn Williams, MMC  
City Clerk

I, Mary Lynn Williams, as City Clerk of the City of Spanish Fort, Alabama, do hereby certify the foregoing to be a true and exact copy of Ordinance No. 251-2013 and that the original of same appears on record in this office.

Witness my hand and seal this 5<sup>th</sup> day of December 2013

  
City Clerk of  
Spanish Fort, AL

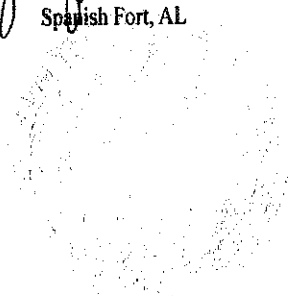


Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of GRACE MAGNOLIAS, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

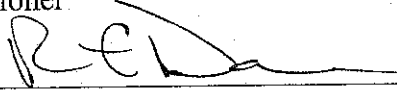
3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 13<sup>th</sup> day of August, 2013.

GRACE MAGNOLIAS, INC.,  
an Alabama corporation  
Petitioner

  
By: RICHARD E. DAVIS  
Its: Vice President

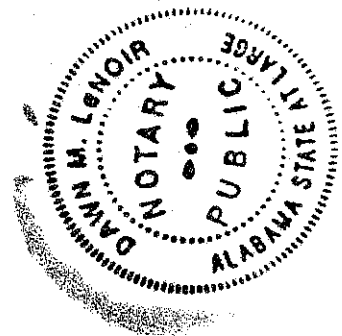
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Dawn M. Lenoir, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of GRACE MAGNOLIAS, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 13th day of August, 2013.

Dawn M. Lenoir  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 11-5-2016



# EXHIBIT A

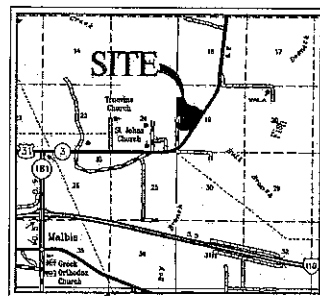
## LEGAL DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF GRACE MAGNOLIAS SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2473-F, BALDWIN COUNTY PROBATE RECORDS AND RUN THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS EAST, A DISTANCE OF 713.89 FEET; THENCE RUN SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 359.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 90.00 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 650.00 FEET; THENCE RUN NORTH 56 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 90.00 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 650.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 1.34 ACRES, MORE OR LESS AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA.



LINE	BEARING	DISTANCE
L1	N00°34'31"E	5.43'
L2	S50°32'52"E	37.23'
L3	N29°05'39"E	50.00'
L4	S33°39'38"W	30.00'

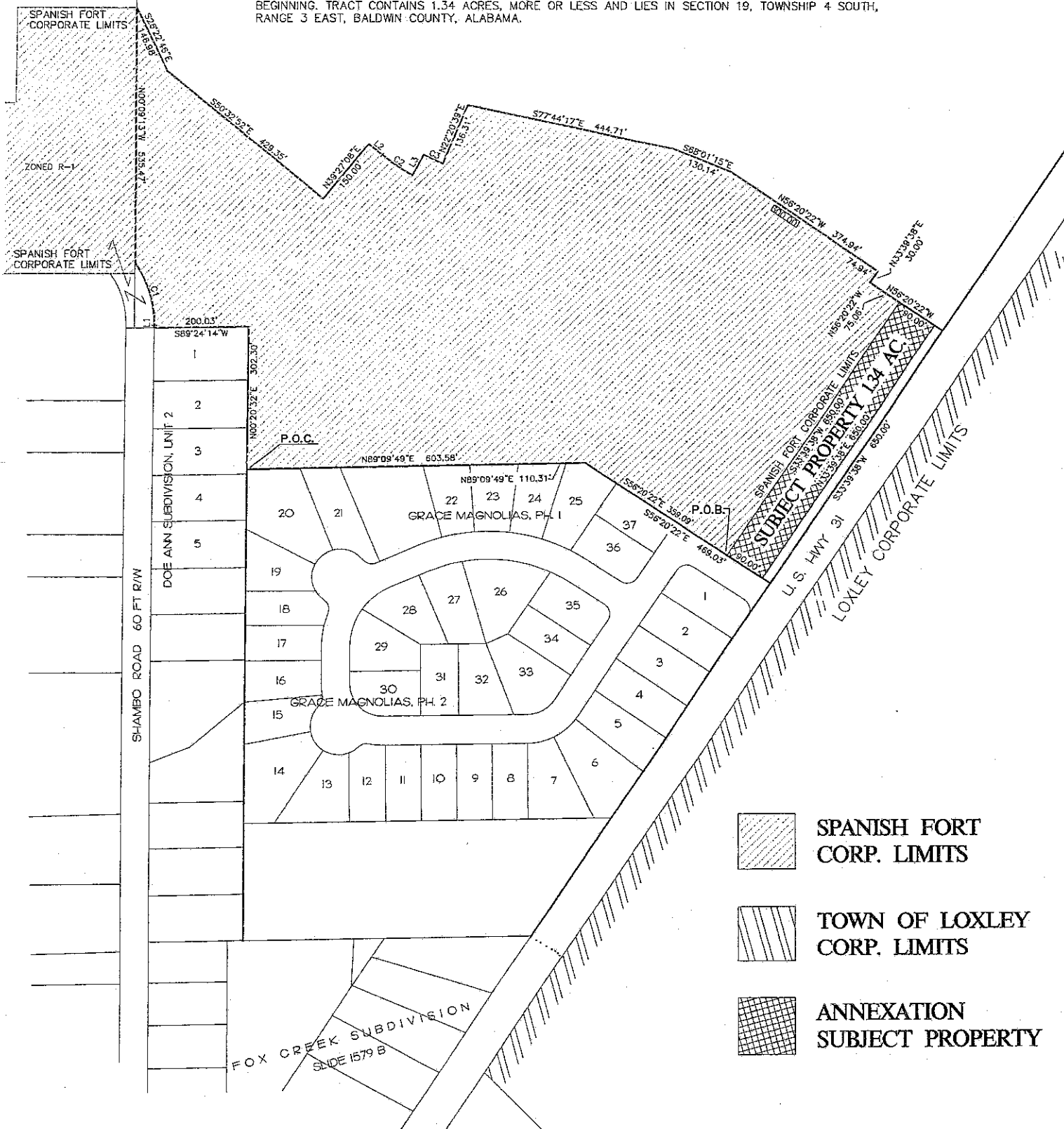
CURVE	RADIUS	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	230.57'	142.11'	73.39'	139.87'	N16°57'59"W
C2	425.00'	76.83'	38.52'	76.73'	S55°43'36"E
C3	375.00'	44.18'	22.11'	44.15'	S64°16'51"E



VICINITY MAP  
SCALE 1" = 1 MILE

#### LEGAL DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF GRACE MAGNOLIAS SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2473-F, BALDWIN COUNTY PROBATE RECORDS AND RUN THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS EAST, A DISTANCE OF 713.89 FEET; THENCE RUN SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 359.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 90.00 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 650.00 FEET; THENCE RUN NORTH 56 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 90.00 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 650.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 1.34 ACRES, MORE OR LESS AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA.



- SPANISH FORT CORP. LIMITS
- TOWN OF LOXLEY CORP. LIMITS
- ANNEXATION SUBJECT PROPERTY

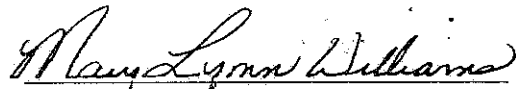
# EXHIBIT B



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on August 20, 2013, in not less than five public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and businesses Papa John's and Belle Foods**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
\_\_\_\_\_  
City Clerk/Treasurer

## **ORDINANCE NO. 453-2013**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 27<sup>th</sup> day of August, 2013, GRACE MAGNOLIAS, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort; and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

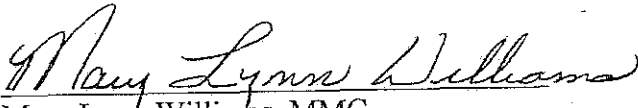
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 3<sup>rd</sup> day of September, 2013.



Michael M. McMillan  
Mayor

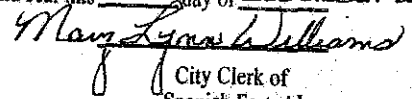
ATTEST:



Mary Lynn Williams, MMC  
City Clerk

I, Mary Lynn Williams, as City Clerk of the City of Spanish Fort, Alabama, do hereby certify the foregoing to be a true and exact copy of Ordinance No. 453-2013 and that the original of same appears on record in this office.

Witness my hand and seal this 5<sup>th</sup> day of December 2013



City Clerk of  
Spanish Fort, AL

Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of GRACE MAGNOLIAS, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 27<sup>th</sup> day of August, 2013.

GRACE MAGNOLIAS, INC.,  
an Alabama corporation  
Petitioner



By: RICHARD E. DAVIS  
Its: Vice President

STATE OF ALABAMA

COUNTY OF BALDWIN

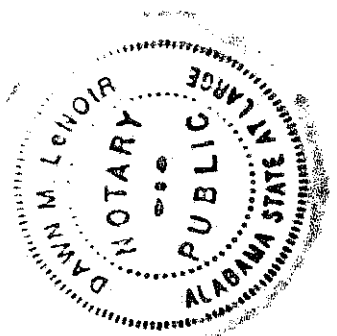
I, Dawn M. Lenoir, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of GRACE MAGNOLIAS, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 27th day of August, 2013.

Dawn M. Lenoir

Notary Public, Baldwin County, Alabama

My Commission Expires: 11-5-2016



# EXHIBIT A

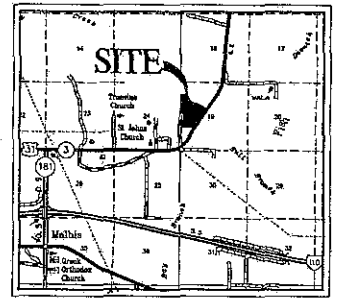
## LEGAL DESCRIPTION

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LINE	BEARING	DISTANCE
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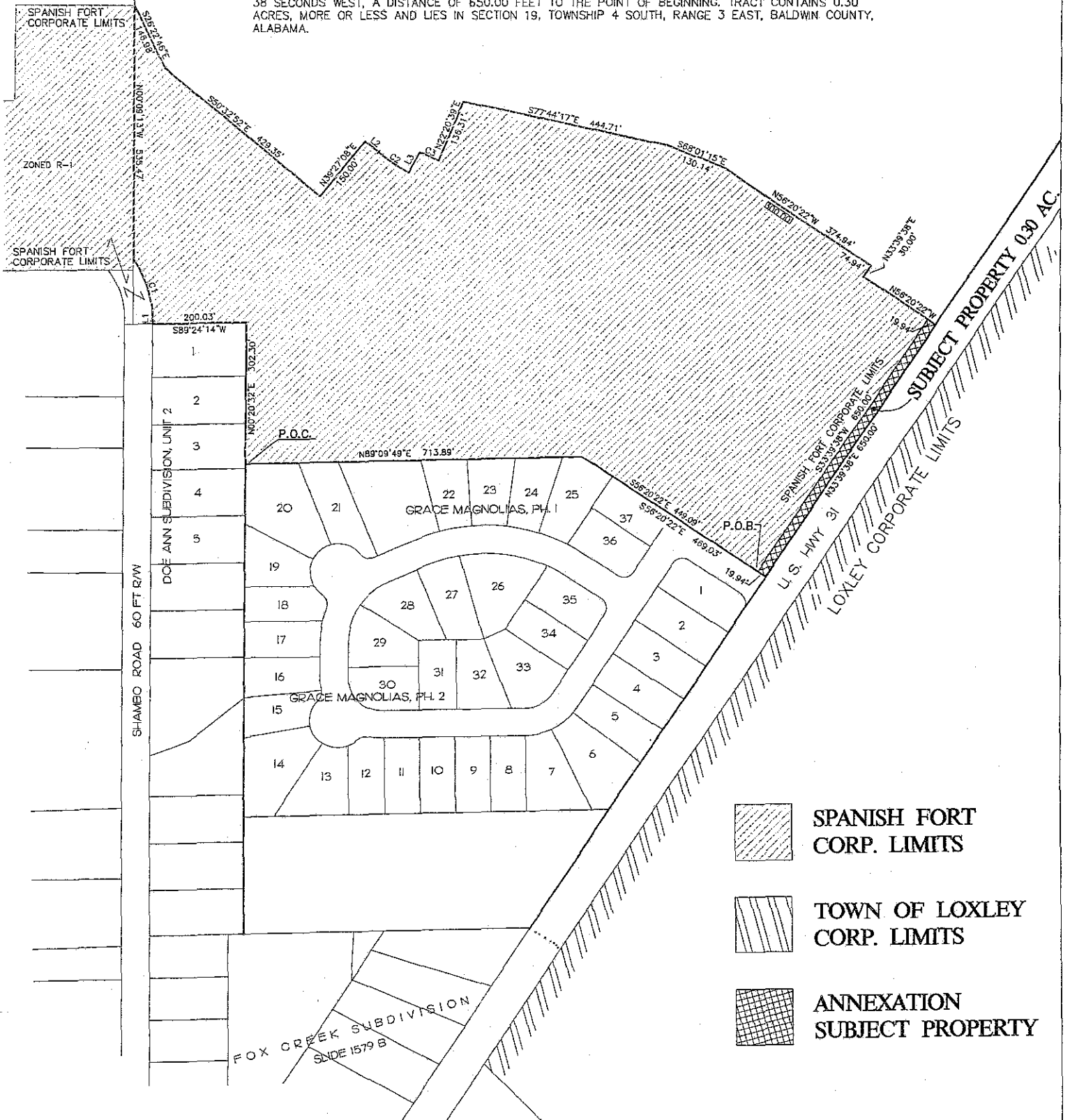
CURVE	RADIUS	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	230.57'	142.11'	73.39'	139.87'	N16°57'59"W
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VICINITY MAP  
SCALE: 1" = 1 MILE

#### LEGAL DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF GRACE MAGNOLIAS SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2473-F, BALDWIN COUNTY PROBATE RECORDS AND RUN THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS EAST, A DISTANCE OF 713.89 FEET; THENCE RUN SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 449.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 19.94 FEET TO A POINT ON THE WEST MARGIN OF US HWY 31; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, ALONG SAID WEST MARGIN, A DISTANCE OF 650.00 FEET; THENCE RUN NORTH 56 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 19.94 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 650.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.30 ACRES, MORE OR LESS AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA.



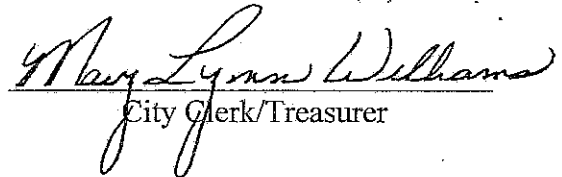
- SPANISH FORT CORP. LIMITS
- TOWN OF LOXLEY CORP. LIMITS
- ANNEXATION SUBJECT PROPERTY

# EXHIBIT B

## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on September 4, 2013, in not less than five public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and businesses Papa John's and Belle Foods**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer



## **ORDINANCE NO. 441-2013**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 13<sup>th</sup> day of June, 2013, RAYNE PLANTATION, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

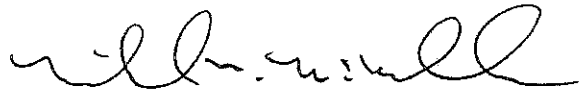
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

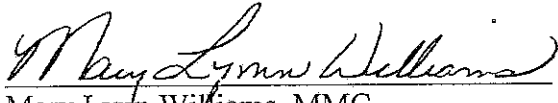
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 1<sup>st</sup> day of July, 2013.



Michael M. McMillan  
Mayor

ATTEST:

  
Mary Lynn Williams, MMC  
City Clerk

I, Mary Lynn Williams, as City Clerk of the City of Spanish Fort, Alabama, do hereby certify the foregoing to be a true and exact copy of Ordinance No 441283 and that the original of same appears on record in this office.

Witness my hand and seal this 5th day of December 2013


  
City Clerk of  
Spanish Fort, AL

Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of RAYNE PLANTATION, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 13<sup>th</sup> day of June, 2013.

RAYNE PLANTATION, INC.,  
an Alabama corporation  
Petitioner

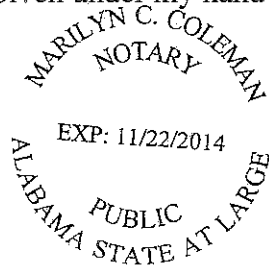
Richard E. Davis  
By: RICHARD E. DAVIS  
Its: Vice President

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Marilyn C. Coleman, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of RAYNE PLANTATION, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 13<sup>th</sup> day of June, 2013.

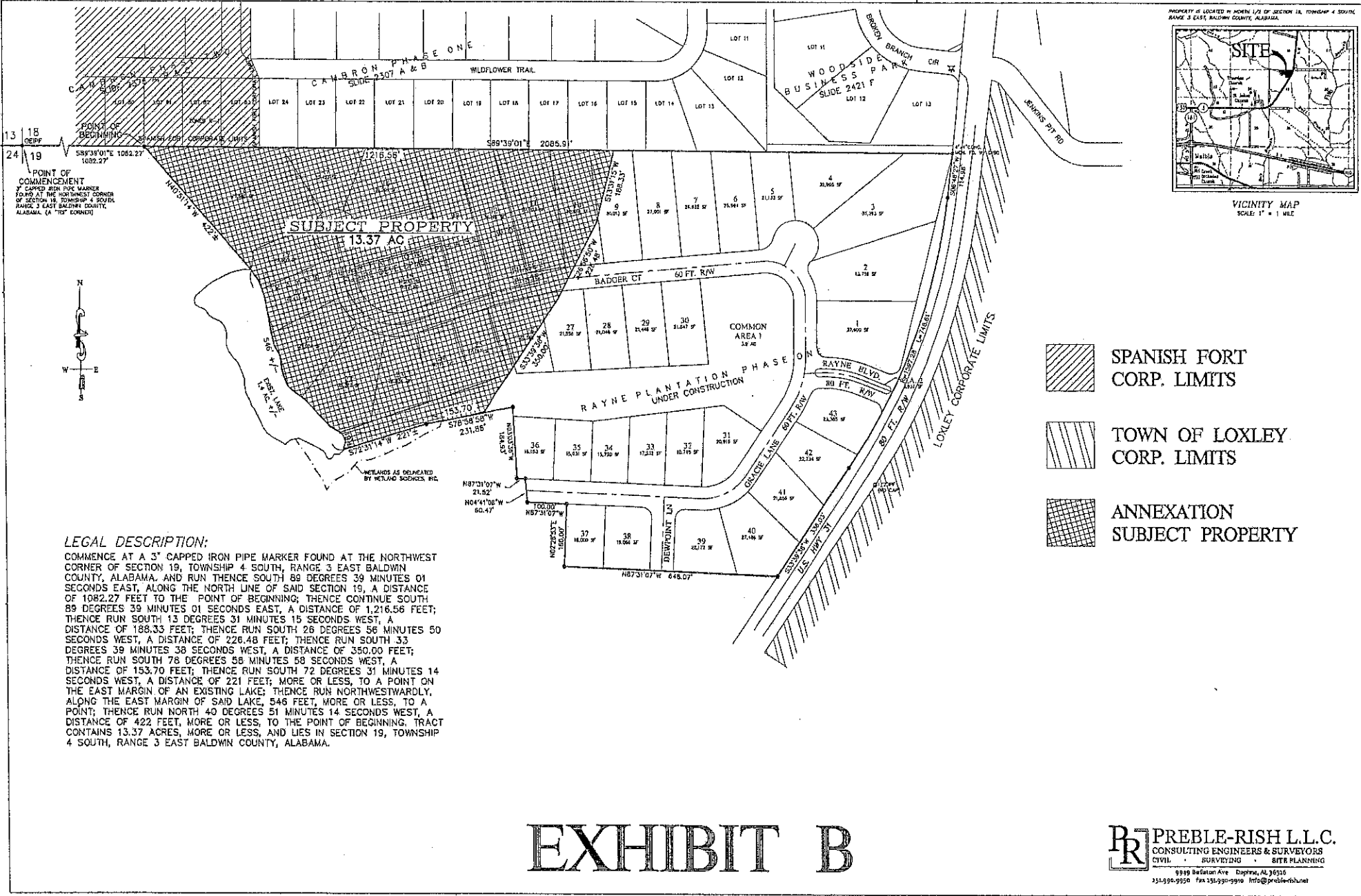


Marilyn C. Coleman  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 11/22/2014

# EXHIBIT A

## LEGAL DESCRIPTION

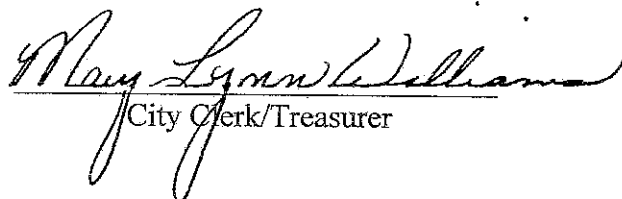
COMMENCE AT A 3" CAPPED IRON PIPE MARKER FOUND AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA. AND RUN THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 19, A DISTANCE OF 1082.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 1,216.56 FEET; THENCE RUN SOUTH 13 DEGREES 31 MINUTES 15 SECONDS WEST, A DISTANCE OF 188.33 FEET; THENCE RUN SOUTH 26 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 226.48 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 350.00 FEET; THENCE RUN SOUTH 78 DEGREES 58 MINUTES 58 SECONDS WEST, A DISTANCE OF 153.70 FEET; THENCE RUN SOUTH 72 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 221 FEET; MORE OR LESS, TO A POINT ON THE EAST MARGIN OF AN EXISTING LAKE; THENCE RUN NORTHWESTWARDLY, ALONG THE EAST MARGIN OF SAID LAKE, 546 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTH 40 DEGREES 51 MINUTES 14 SECONDS WEST, A DISTANCE OF 422 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. TRACT CONTAINS 13.37 ACRES, MORE OR LESS, AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA.



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on July 2, 2013, in not less than five public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and businesses Papa John's and Belle Foods**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 444-2013**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 12<sup>th</sup> day of July, 2013, RAYNE PLANTATION, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

#### **SECTION 4. Severability Clause.**

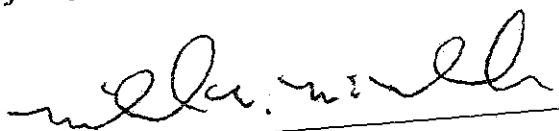
If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

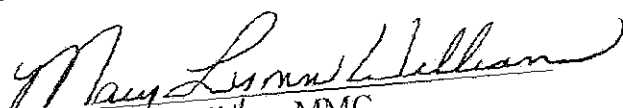
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.



ADOPTED AND APPROVED this 15<sup>th</sup> day of July, 2013.

  
Michael M. McMillan  
Mayor

ATTEST:

  
Mary Lynn Williams, MMC  
City Clerk

I, Mary Lynn Williams, as City Clerk of the City of Spanish Fort, Alabama, do hereby certify the foregoing to be a true and exact copy of Ordinance No. 244-2013 and that the original of same appears on record in this office.

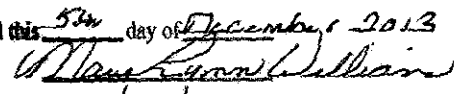
Witness my hand and seal this 5<sup>th</sup> day of December, 2013  
  
City Clerk of  
Spanish Fort, AL



Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of RAYNE PLANTATION, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 12<sup>th</sup> day of July, 2013.

RAYNE PLANTATION, INC.,  
an Alabama corporation  
Petitioner

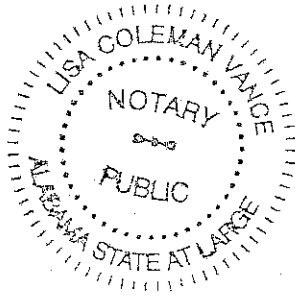
Richard E. Davis  
By: RICHARD E. DAVIS  
Its: Vice President

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Lisa Coleman Vance, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of RAYNE PLANTATION, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 12<sup>th</sup> day of July, 2013.

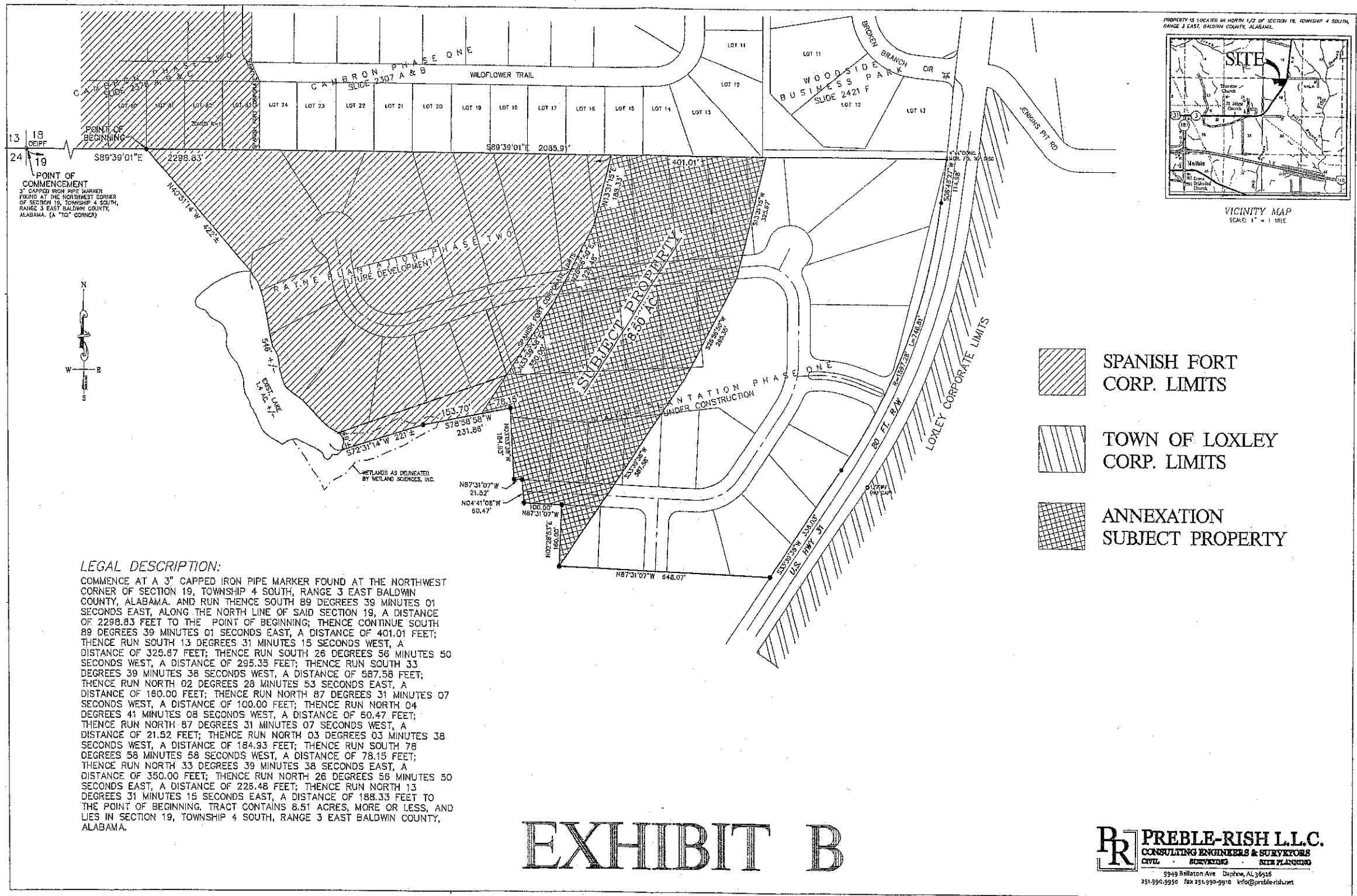


Lisa Coleman Vance  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 3-13-2017

# EXHIBIT A

## LEGAL DESCRIPTION

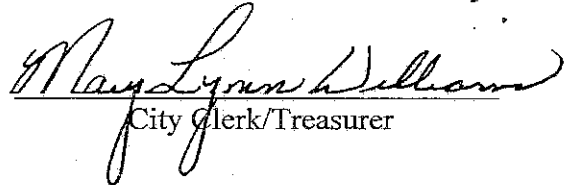
COMMENCE AT A 3" CAPPED IRON PIPE MARKER FOUND AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA. AND RUN THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 19, A DISTANCE OF 2298.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 401.01 FEET; THENCE RUN SOUTH 13 DEGREES 31 MINUTES 15 SECONDS WEST, A DISTANCE OF 325.67 FEET; THENCE RUN SOUTH 26 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 295.35 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 587.58 FEET; THENCE RUN NORTH 02 DEGREES 28 MINUTES 53 SECONDS EAST, A DISTANCE OF 160.00 FEET; THENCE RUN NORTH 87 DEGREES 31 MINUTES 07 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE RUN NORTH 04 DEGREES 41 MINUTES 08 SECONDS WEST, A DISTANCE OF 60.47 FEET; THENCE RUN NORTH 87 DEGREES 31 MINUTES 07 SECONDS WEST, A DISTANCE OF 21.52 FEET; THENCE RUN NORTH 03 DEGREES 03 MINUTES 38 SECONDS WEST, A DISTANCE OF 184.93 FEET; THENCE RUN SOUTH 78 DEGREES 58 MINUTES 58 SECONDS WEST, A DISTANCE OF 78.15 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 350.00 FEET; THENCE RUN NORTH 26 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 226.48 FEET; THENCE RUN NORTH 13 DEGREES 31 MINUTES 15 SECONDS EAST, A DISTANCE OF 188.33 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 8.51 ACRES, MORE OR LESS, AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA.



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on July 16, 2013, in not less than five public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and businesses Papa John's and Belle Foods**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 446-2013**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 31<sup>st</sup> day of July, 2013, RAYNE PLANTATION, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

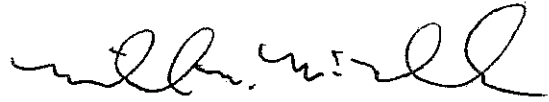
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

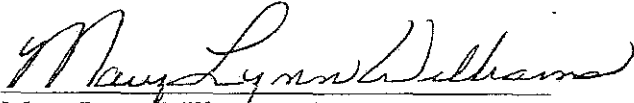
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 5<sup>th</sup> day of August, 2013.



Michael M. McMillan  
Mayor

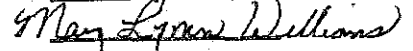
ATTEST:



Mary Lynn Williams, MMC  
City Clerk

I, Mary Lynn Williams, as City Clerk of the City of Spanish Fort, Alabama, do hereby certify the foregoing to be a true and exact copy of Ordinance No. 446-2013 and that the original of same appears on record in this office.

Witness my hand and seal this 5<sup>th</sup> day of December, 2013



City Clerk of  
Spanish Fort, AL

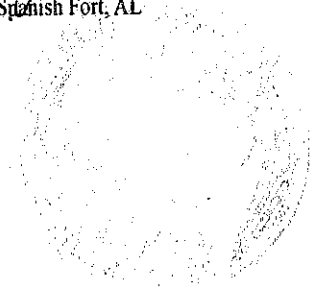




Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of RAYNE PLANTATION, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 31<sup>st</sup> day of July, 2013.

RAYNE PLANTATION, INC.,  
an Alabama corporation  
Petitioner



By: RICHARD E. DAVIS  
Its: Vice President

STATE OF ALABAMA

COUNTY OF BALDWIN

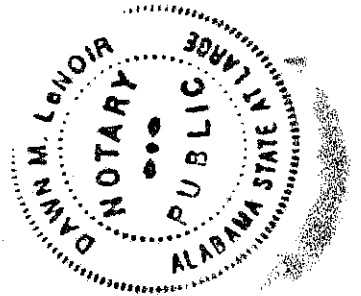
I, Dawn M. LeNoir, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of RAYNE PLANTATION, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 31st day of July, 2013.

Dawn M. LeNoir

Notary Public, Baldwin County, Alabama

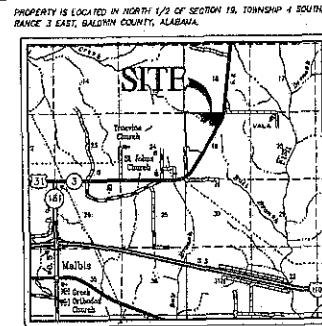
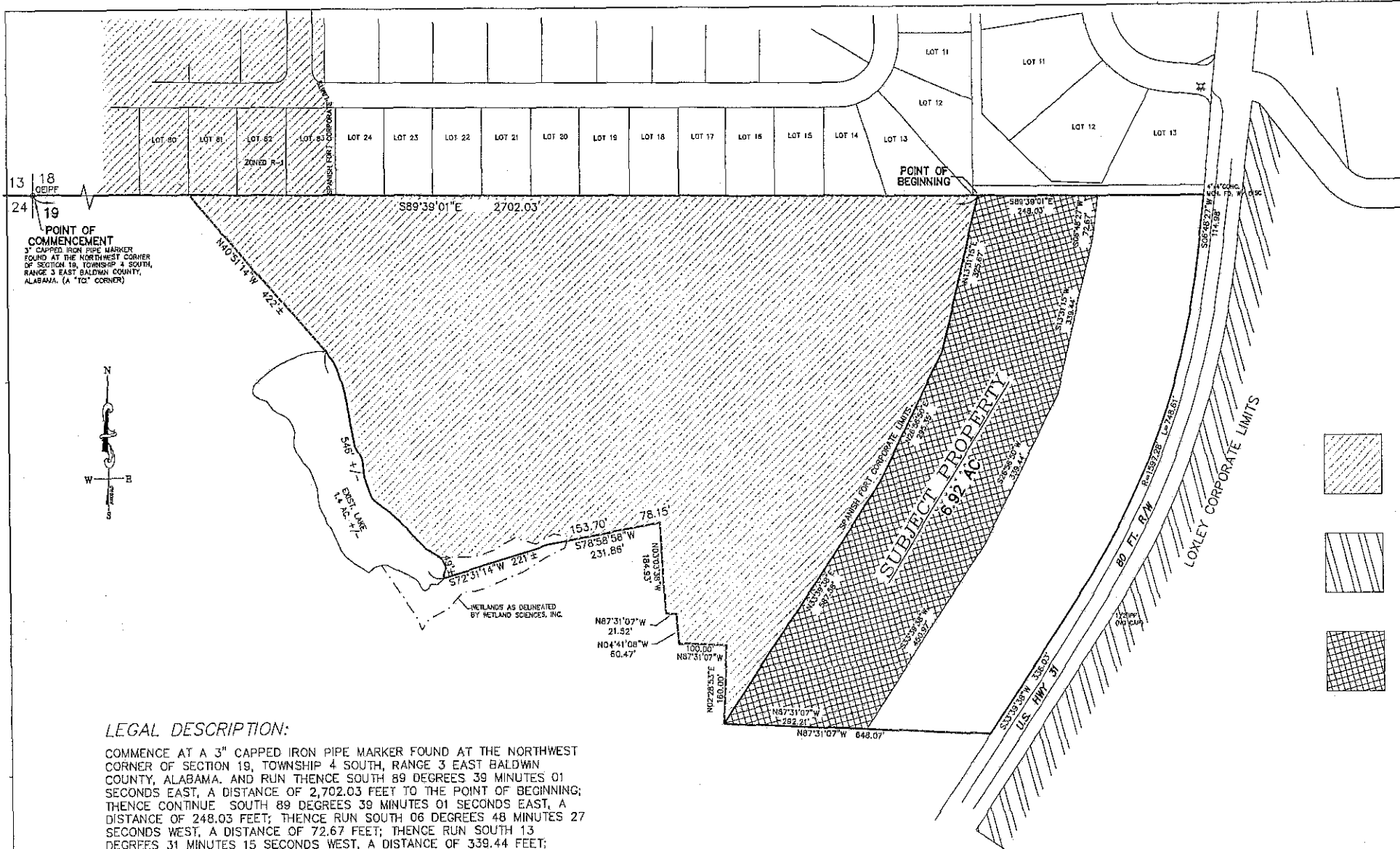
My Commission Expires: 11-5-2016






# EXHIBIT A

## LEGAL DESCRIPTION

COMMENCE AT A 3" CAPPED IRON PIPE MARKER FOUND AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA. AND RUN THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 2,702.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 248.03 FEET; THENCE RUN SOUTH 06 DEGREES 48 MINUTES 27 SECONDS WEST, A DISTANCE OF 72.67 FEET; THENCE RUN SOUTH 13 DEGREES 31 MINUTES 15 SECONDS WEST, A DISTANCE OF 339.44 FEET; THENCE RUN SOUTH 26 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 339.44 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 450.97 FEET; THENCE RUN NORTH 87 DEGREES 31 MINUTES 07 SECONDS WEST, A DISTANCE OF 292.21 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 587.58 FEET; THENCE RUN NORTH 26 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 295.35 FEET; THENCE RUN NORTH 13 DEGREES 31 MINUTES 15 SECONDS EAST, A DISTANCE OF 325.67 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 6.92 ACRES, MORE OR LESS, AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA.



-  SPANISH FORT CORP. LIMITS
-  TOWN OF LOXLEY CORP. LIMITS
-  ANNEXATION SUBJECT PROPERTY

**LEGAL DESCRIPTION:**

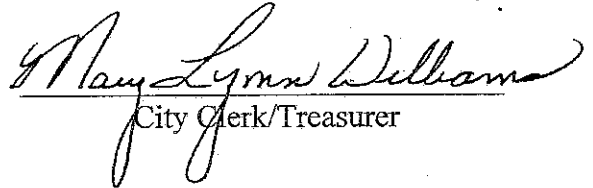
COMMENCE AT A 3" CAPPED IRON PIPE MARKER FOUND AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA. AND RUN THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 2,702.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 248.03 FEET; THENCE RUN SOUTH 06 DEGREES 48 MINUTES 27 SECONDS WEST, A DISTANCE OF 72.67 FEET; THENCE RUN SOUTH 13 DEGREES 31 MINUTES 15 SECONDS WEST, A DISTANCE OF 339.44 FEET; THENCE RUN SOUTH 26 DEGREES 58 MINUTES 50 SECONDS WEST, A DISTANCE OF 339.44 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 450.97 FEET; THENCE RUN NORTH 87 DEGREES 31 MINUTES 07 SECONDS WEST, A DISTANCE OF 292.21 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 587.58 FEET; THENCE RUN NORTH 26 DEGREES 58 MINUTES 50 SECONDS EAST, A DISTANCE OF 295.35 FEET; THENCE RUN NORTH 13 DEGREES 31 MINUTES 15 SECONDS EAST, A DISTANCE OF 325.67 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 6.92 ACRES, MORE OR LESS, AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA.

# EXHIBIT B

## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on August 6, 2013, in not less than five public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and businesses Papa John's and Belle Foods**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 452-2013**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 27<sup>th</sup> day of August, 2013, RAYNE PLANTATION, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

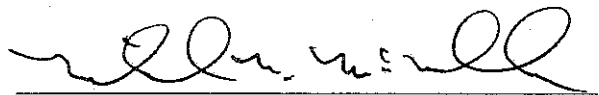
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

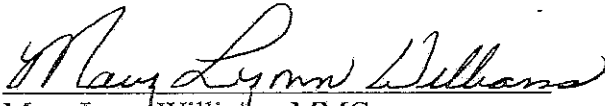
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 3<sup>rd</sup> day of September, 2013.




Michael M. McMillan  
Mayor

ATTEST:

  
Mary Lynn Williams, MMC  
City Clerk

I, Mary Lynn Williams, as City Clerk of the City of Spanish Fort, Alabama, do hereby certify the foregoing to be a true and exact copy of Ordinance No. 4572013 and that the original of same appears on record in this office.

Witness my hand and seal this 5<sup>th</sup> day of December 2013



City Clerk of  
Spanish Fort, AL



Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of RAYNE PLANTATION, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 27<sup>th</sup> day of August, 2013.

RAYNE PLANTATION, INC.,  
an Alabama corporation  
Petitioner

Richard E Davis  
By: RICHARD E. DAVIS  
Its: Vice President



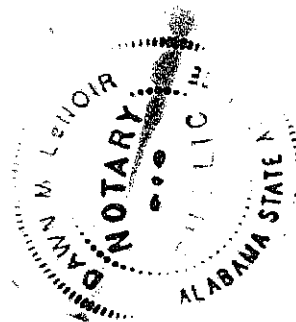
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Dawn M. LeNoir, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of RAYNE PLANTATION, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 27th day of August, 2013.

Dawn M. LeNoir  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 11-5-2016



# EXHIBIT A

## LEGAL DESCRIPTION

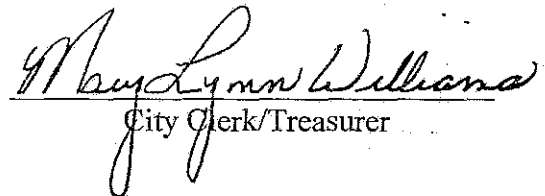
COMMENCE AT A 3" CAPPED IRON PIPE MARKER FOUND AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 3090.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 70.45 FEET; THENCE RUN SOUTH 06 DEGREES 48 MINUTES 27 SECONDS WEST, A DISTANCE OF 108.76 FEET; THENCE RUN SOUTH 13 DEGREES 31 MINUTES 15 SECONDS WEST, A DISTANCE OF 376.47 FEET; THENCE RUN SOUTH 26 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 376.47 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 336.21 FEET; THENCE RUN NORTH 87 DEGREES 31 MINUTES 07 SECONDS WEST, A DISTANCE OF 81.82 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 374.46 FEET; THENCE RUN NORTH 26 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 364.13 FEET; THENCE RUN NORTH 13 DEGREES 31 MINUTES 15 SECONDS EAST, A DISTANCE OF 364.13 FEET; THENCE RUN NORTH 06 DEGREES 48 MINUTES 27 SECONDS EAST, A DISTANCE OF 96.73 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 1.93 ACRES, MORE OR LESS, AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA.



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on September 4, 2013, in not less than five public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and businesses Papa John's and Belle Foods**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 454-2013**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 11<sup>th</sup> day of September, 2013, RAYNE PLANTATION, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

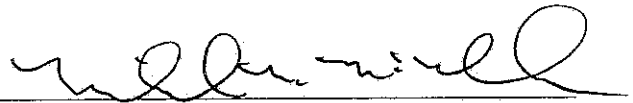
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

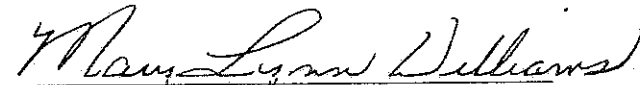
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 16<sup>th</sup> day of September, 2013.



Michael M. McMillan  
Mayor

ATTEST:

  
Mary Lynn Williams, MMC  
City Clerk

I, Mary Lynn Williams, as City Clerk of the City of Spanish Fort, Alabama, do hereby certify the foregoing to be a true and exact copy of Ordinance No 454-2013 and that the original of same appears on record in this office.

Witness my hand and seal this 5<sup>th</sup> day of December 2013


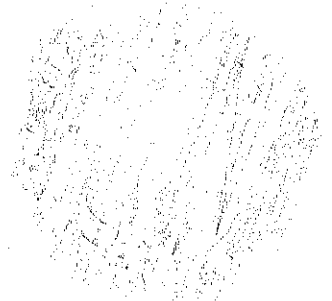
  
City Clerk of  
Spanish Fort, AL

Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of RAYNE PLANTATION, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 11<sup>th</sup> day of September, 2013.

RAYNE PLANTATION, INC.,  
an Alabama corporation  
Petitioner

Richard E. Davis  
By: RICHARD E. DAVIS  
Its: Vice President

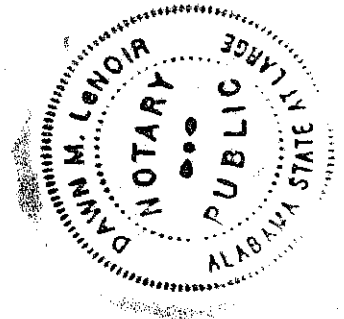
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Dawn M. Lenoir, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of RAYNE PLANTATION, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 11 day of September, 2013.

Dawn M. Lenoir  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 11-5-2016

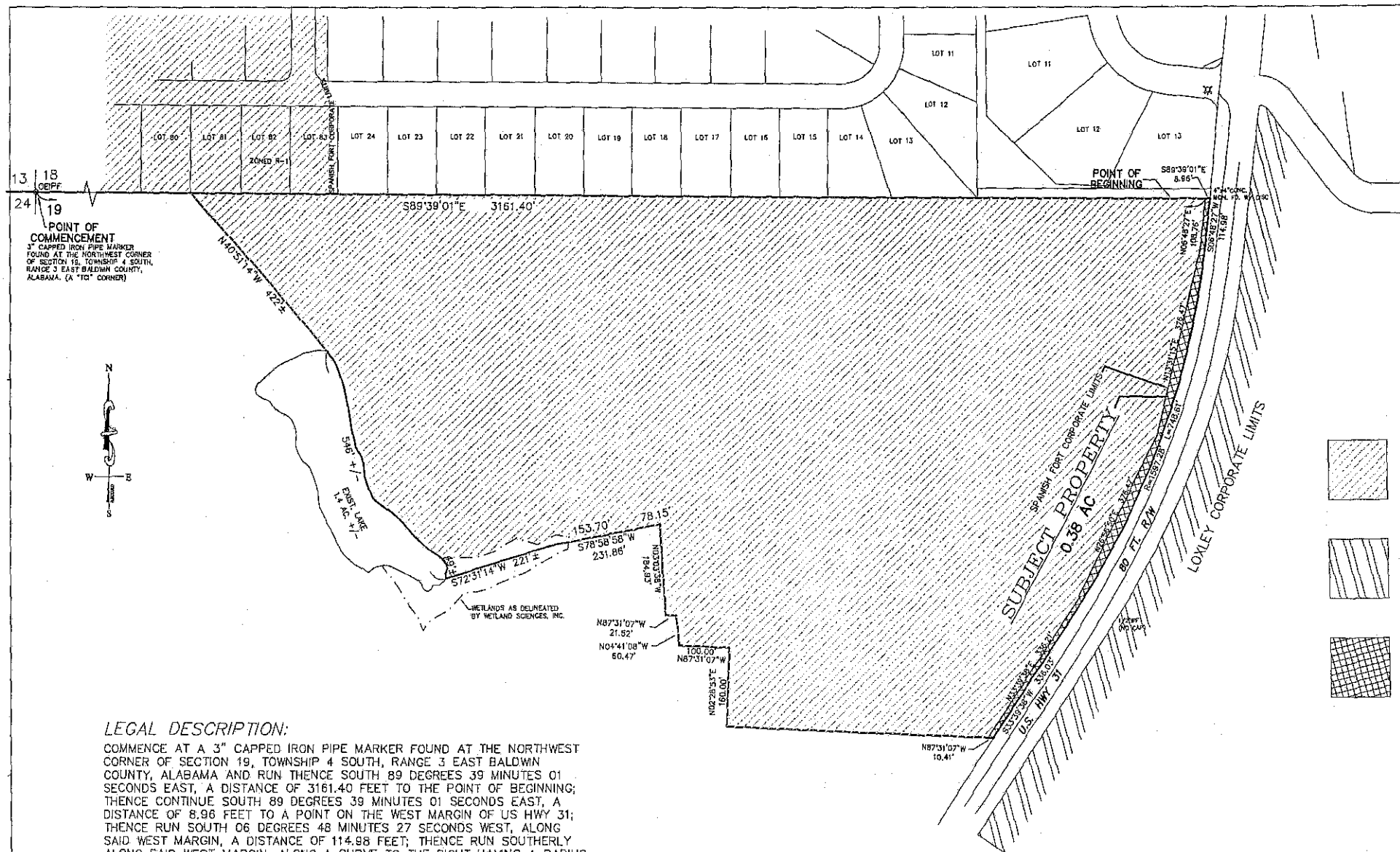




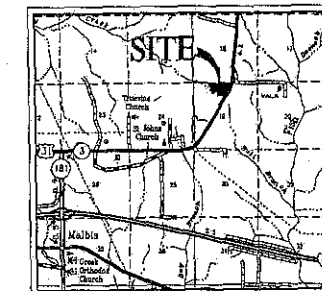
# EXHIBIT A

## LEGAL DESCRIPTION

COMMENCE AT A 3" CAPPED IRON PIPE MARKER FOUND AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 3161.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 8.96 FEET TO A POINT ON THE WEST MARGIN OF US HWY 31; THENCE RUN SOUTH 06 DEGREES 48 MINUTES 27 SECONDS WEST, ALONG SAID WEST MARGIN, A DISTANCE OF 114.98 FEET; THENCE RUN SOUTHERLY ALONG SAID WEST MARGIN, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,597.28 FEET, AN ARC DISTANCE OF 748.61 FEET, (CHORD BEARS SOUTH 20 DEGREES 14 MINUTES 03 SECONDS WEST FOR 741.78 FEET); THENCE, CONTINUING ALONG SAID WEST MARGIN, RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 336.03 FEET; THENCE RUN NORTH 87 DEGREES 31 MINUTES 07 SECONDS WEST, A DISTANCE OF 10.41 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 336.21 FEET; THENCE RUN NORTH 26 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 376.47 FEET; THENCE RUN NORTH 13 DEGREES 31 MINUTES 15 SECONDS EAST, A DISTANCE OF 376.47 FEET; THENCE RUN NORTH 06 DEGREES 48 MINUTES 27 SECONDS EAST, A DISTANCE OF 108.76 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.38 ACRES, MORE OR LESS, AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA.



PROPERTY IS LOCATED IN NORTH 1/2 OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA.



VICINITY MAP  
SCALE: 1" = 1 MILE



SPANISH FORT  
CORP. LIMITS



TOWN OF LOXLEY  
CORP. LIMITS



ANNEXATION  
SUBJECT PROPERTY

#### LEGAL DESCRIPTION:

COMMENCE AT A 3" CAPPED IRON PIPE MARKER FOUND AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 3161.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, A DISTANCE OF 8.96 FEET TO A POINT ON THE WEST MARGIN OF US HWY 31; THENCE RUN SOUTH 06 DEGREES 48 MINUTES 27 SECONDS WEST, ALONG SAID WEST MARGIN, A DISTANCE OF 114.98 FEET; THENCE RUN SOUTHERLY ALONG SAID WEST MARGIN, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,597.28 FEET, AN ARC DISTANCE OF 748.61 FEET, (CHORD BEARS SOUTH 20 DEGREES 14 MINUTES 03 SECONDS WEST FOR 741.78 FEET); THENCE, CONTINUING ALONG SAID WEST MARGIN, RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 336.03 FEET; THENCE RUN NORTH 87 DEGREES 31 MINUTES 07 SECONDS WEST, A DISTANCE OF 10.41 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 336.21 FEET; THENCE RUN NORTH 26 DEGREES 56 MINUTES 50 SECONDS EAST, A DISTANCE OF 376.47 FEET; THENCE RUN NORTH 13 DEGREES 31 MINUTES 15 SECONDS EAST, A DISTANCE OF 378.47 FEET; THENCE RUN NORTH 06 DEGREES 48 MINUTES 27 SECONDS EAST, A DISTANCE OF 108.76 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.38 ACRES, MORE OR LESS, AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA.

# EXHIBIT B

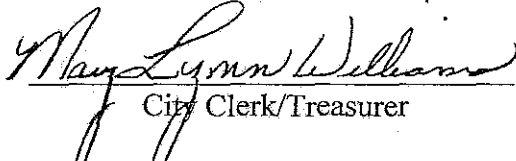
**PREBLE-RISH L.L.C.**  
CONSULTING ENGINEERS & SURVEYORS  
CIVIL SURVEYING SITE PLANNING

9919 Bellington Ave. Daphne, AL 36526  
9950 fax 251.990-9910 info@preble-rish.net

## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on September 17, 2013, in not less than five public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and businesses Papa John's and Belle Foods**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 459-2013**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 12<sup>th</sup> day of December, 2013, RAYNE PLANTATION, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

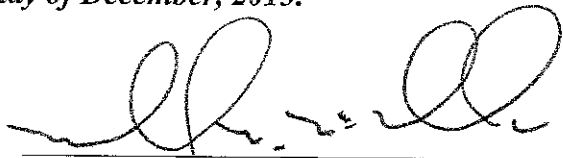
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

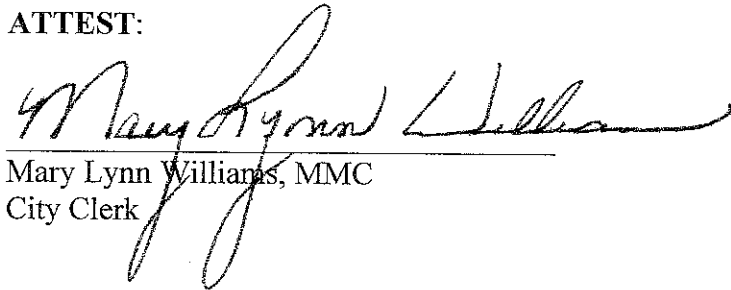
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

**ADOPTED AND APPROVED this 16<sup>th</sup> day of December, 2013.**

A handwritten signature in black ink, appearing to read 'McMillan', written over a horizontal line.

Michael M. McMillan  
Mayor

**ATTEST:**

A handwritten signature in black ink, appearing to read 'Mary Lynn Williams', written over a horizontal line.

Mary Lynn Williams, MMC  
City Clerk

Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of RAYNE PLANTATION, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 12<sup>th</sup> day of December, 2013.

RAYNE PLANTATION, INC.,  
an Alabama corporation  
Petitioner



By: RICHARD E. DAVIS  
Its: Vice President

STATE OF ALABAMA

COUNTY OF BALDWIN

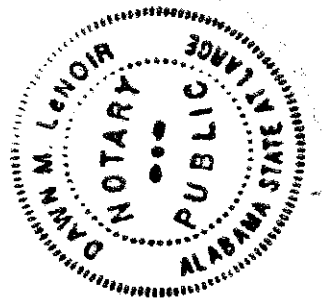
I, Dawn M. Lenoir, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of RAYNE PLANTATION, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 12<sup>th</sup> day of December, 2013.

Dawn M. Lenoir

Notary Public, Baldwin County, Alabama

My Commission Expires: 11-5-2016

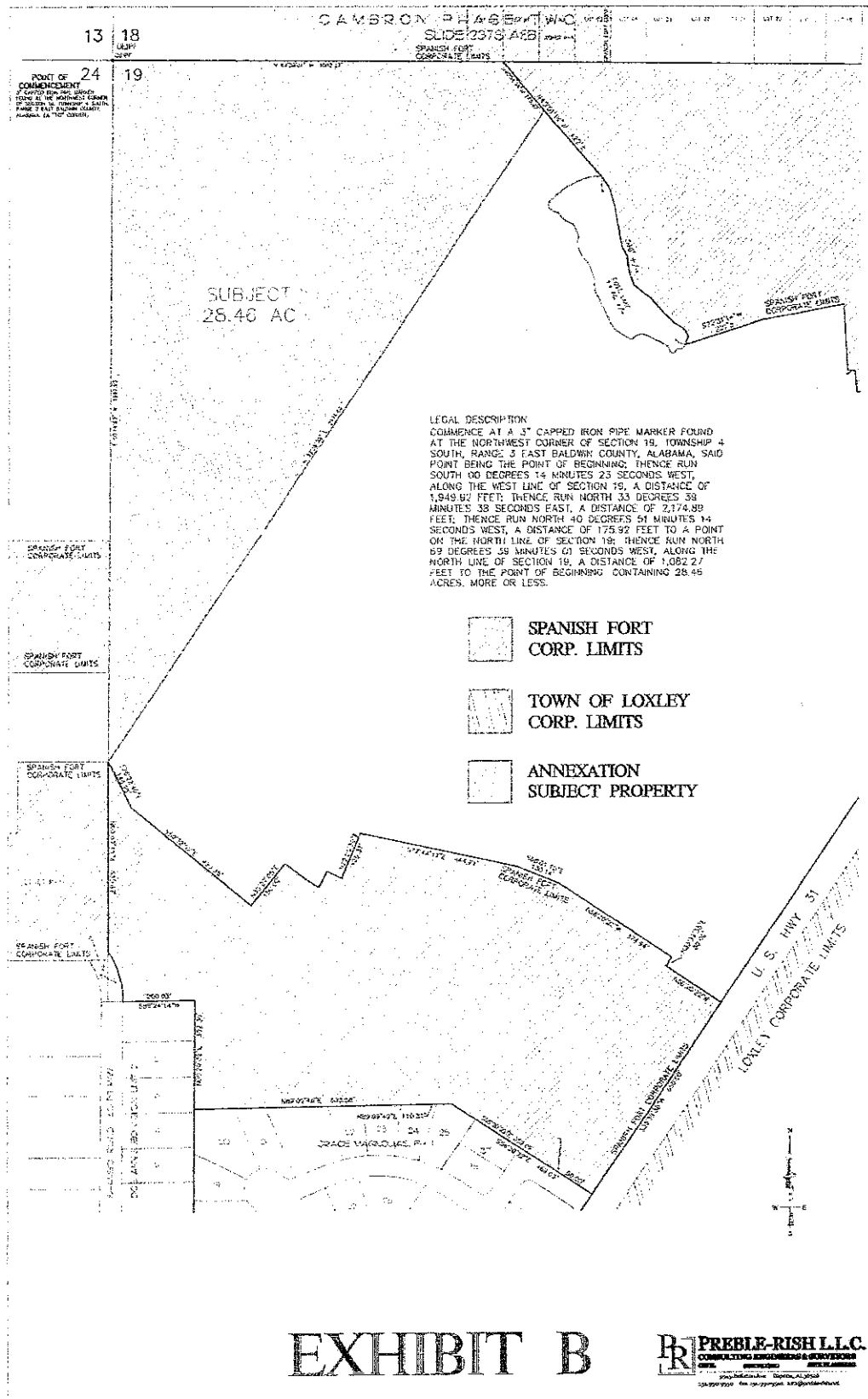


# EXHIBIT A

## LEGAL DESCRIPTION

COMMENCE AT A 3" CAPPED IRON PIPE MARKER FOUND AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 14 MINUTES 23 SECONDS WEST, ALONG THE WEST LINE OF SECTION 19, A DISTANCE OF 1,949.92 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 2,174.89 FEET; THENCE RUN NORTH 40 DEGREES 51 MINUTES 14 SECONDS WEST, A DISTANCE OF 175.92 FEET TO A POINT ON THE NORTH LINE OF SECTION 19; THENCE RUN NORTH 89 DEGREES 39 MINUTES 01 SECONDS WEST, ALONG THE NORTH LINE OF SECTION 19, A DISTANCE OF 1,082.27 FEET TO THE POINT OF BEGINNING. CONTAINING 28.46 ACRES, MORE OR LESS.






## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on December 17, 2013, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
\_\_\_\_\_  
City Clerk/Treasurer

## **ORDINANCE NO. 460-2014**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 23<sup>rd</sup> day of December, 2013, RAYNE PLANTATION, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

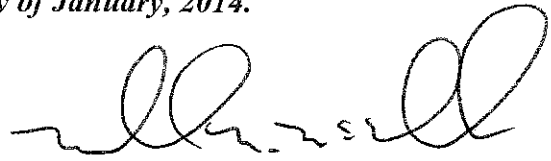
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

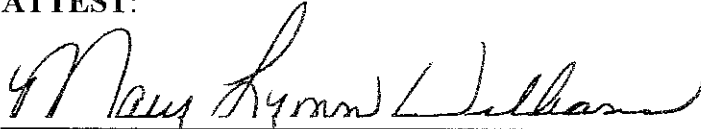
ADOPTED AND APPROVED this 8<sup>th</sup> day of January, 2014.



---

Michael M. McMillan  
Mayor

ATTEST:



---

Mary Lynn Williams, MMC  
City Clerk

Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of RAYNE PLANTATION, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 23<sup>rd</sup> day of December, 2013.

RAYNE PLANTATION, INC.,  
an Alabama corporation  
Petitioner



By: RICHARD E. DAVIS  
Its: Vice President

STATE OF ALABAMA

COUNTY OF BALDWIN

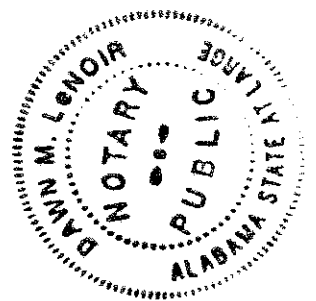
I, Dawn M. Lenoir, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of RAYNE PLANTATION, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 23 day of December, 2013.

Dawn M. Lenoir

Notary Public, Baldwin County, Alabama

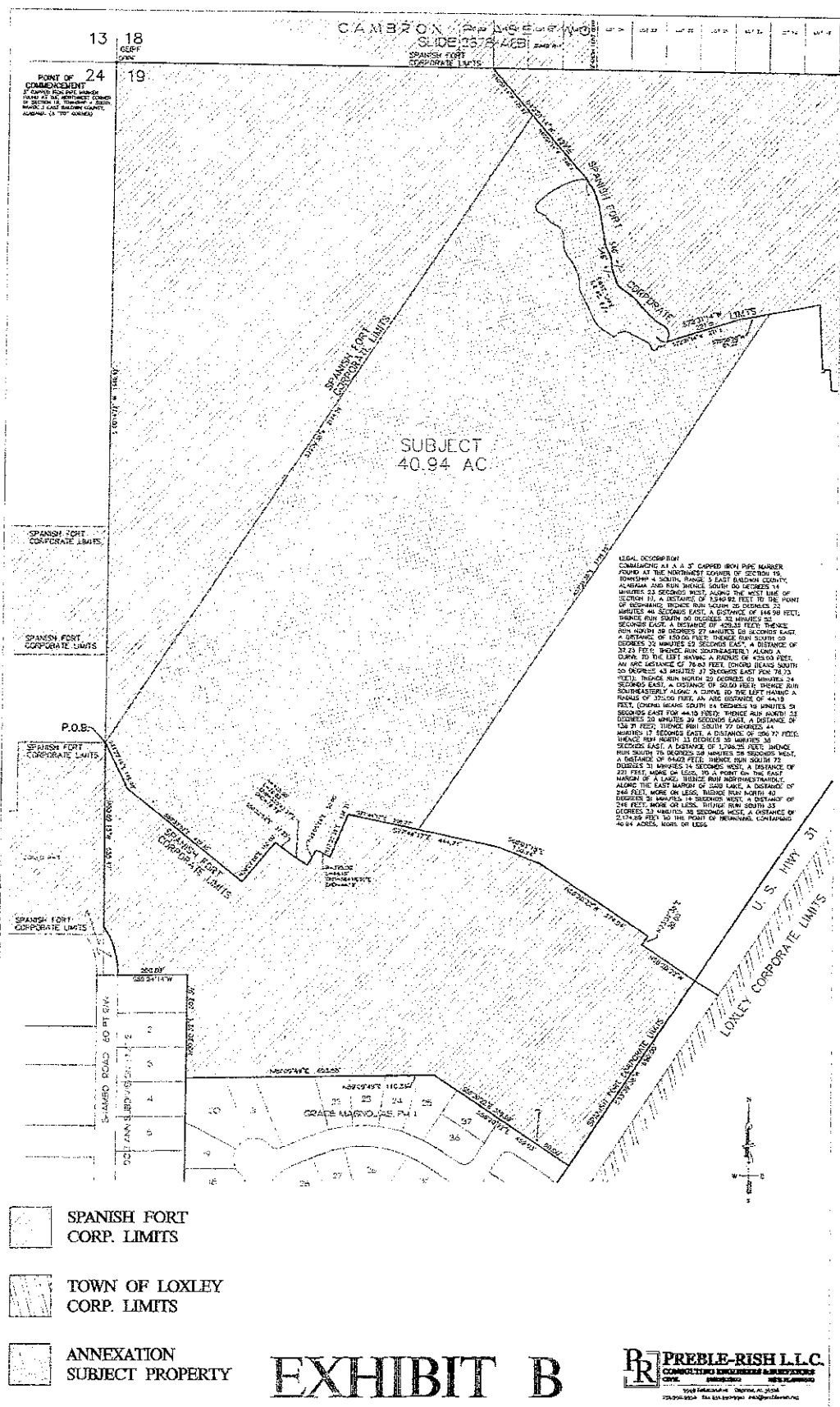
My Commission Expires: 11-5-2016



# EXHIBIT A

## LEGAL DESCRIPTION

COMMENCING AT A A 3" CAPPED IRON PIPE MARKER FOUND AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 14 MINUTES 23 SECONDS WEST, ALONG THE WEST LINE OF SECTION 19, A DISTANCE OF 1,949.92 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 26 DEGREES 22 MINUTES 46 SECONDS EAST, A DISTANCE OF 146.98 FEET; THENCE RUN SOUTH 50 DEGREES 32 MINUTES 52 SECONDS EAST, A DISTANCE OF 429.35 FEET; THENCE RUN NORTH 39 DEGREES 27 MINUTES 08 SECONDS EAST, A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 50 DEGREES 32 MINUTES 52 SECONDS EAST, A DISTANCE OF 37.23 FEET; THENCE RUN SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, AN ARC DISTANCE OF 76.83 FEET, (CHORD BEARS SOUTH 55 DEGREES 43 MINUTES 37 SECONDS EAST FOR 76.73 FEET); THENCE RUN NORTH 29 DEGREES 05 MINUTES 24 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE RUN SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET, AN ARC DISTANCE OF 44.18 FEET, (CHORD BEARS SOUTH 64 DEGREES 16 MINUTES 51 SECONDS EAST FOR 44.15 FEET); THENCE RUN NORTH 22 DEGREES 20 MINUTES 39 SECONDS EAST, A DISTANCE OF 136.31 FEET; THENCE RUN SOUTH 77 DEGREES 44 MINUTES 17 SECONDS EAST, A DISTANCE OF 206.77 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 1,796.25 FEET; THENCE RUN SOUTH 78 DEGREES 58 MINUTES 58 SECONDS WEST, A DISTANCE OF 84.02 FEET; THENCE RUN SOUTH 72 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 221 FEET, MORE OR LESS, TO A POINT ON THE EAST MARGIN OF A LAKE; THENCE RUN NORTHWESTWARDLY, ALONG THE EAST MARGIN OF SAID LAKE, A DISTANCE OF 546 FEET, MORE OR LESS; THENCE RUN NORTH 40 DEGREES 51 MINUTES 14 SECONDS WEST, A DISTANCE OF 246 FEET, MORE OR LESS; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 2,174.89 FEET TO THE POINT OF BEGINNING. CONTAINING 40.94 ACRES, MORE OR LESS.






## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on January 9, 2014, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
\_\_\_\_\_  
City Clerk/Treasurer

## **ORDINANCE NO. 462-2014**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 15<sup>th</sup> day of January, 2014, RAYNE PLANTATION, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

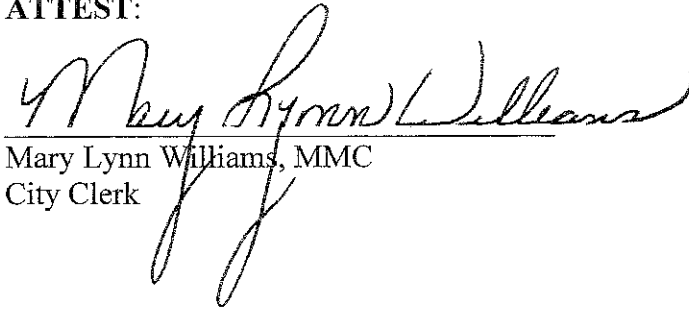
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

**ADOPTED AND APPROVED this 21<sup>st</sup> day of January, 2014.**



Michael M. McMillan  
Mayor

**ATTEST:**



Mary Lynn Williams, MMC  
City Clerk

Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of RAYNE PLANTATION, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

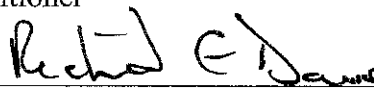
3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 15 day of January, 2014.

RAYNE PLANTATION, INC.,  
an Alabama corporation  
Petitioner



By: RICHARD E. DAVIS  
Its: Vice President

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Dawn M. Lenoir, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of RAYNE PLANTATION, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 15<sup>th</sup> day of January, 2014.

Dawn M. Lenoir

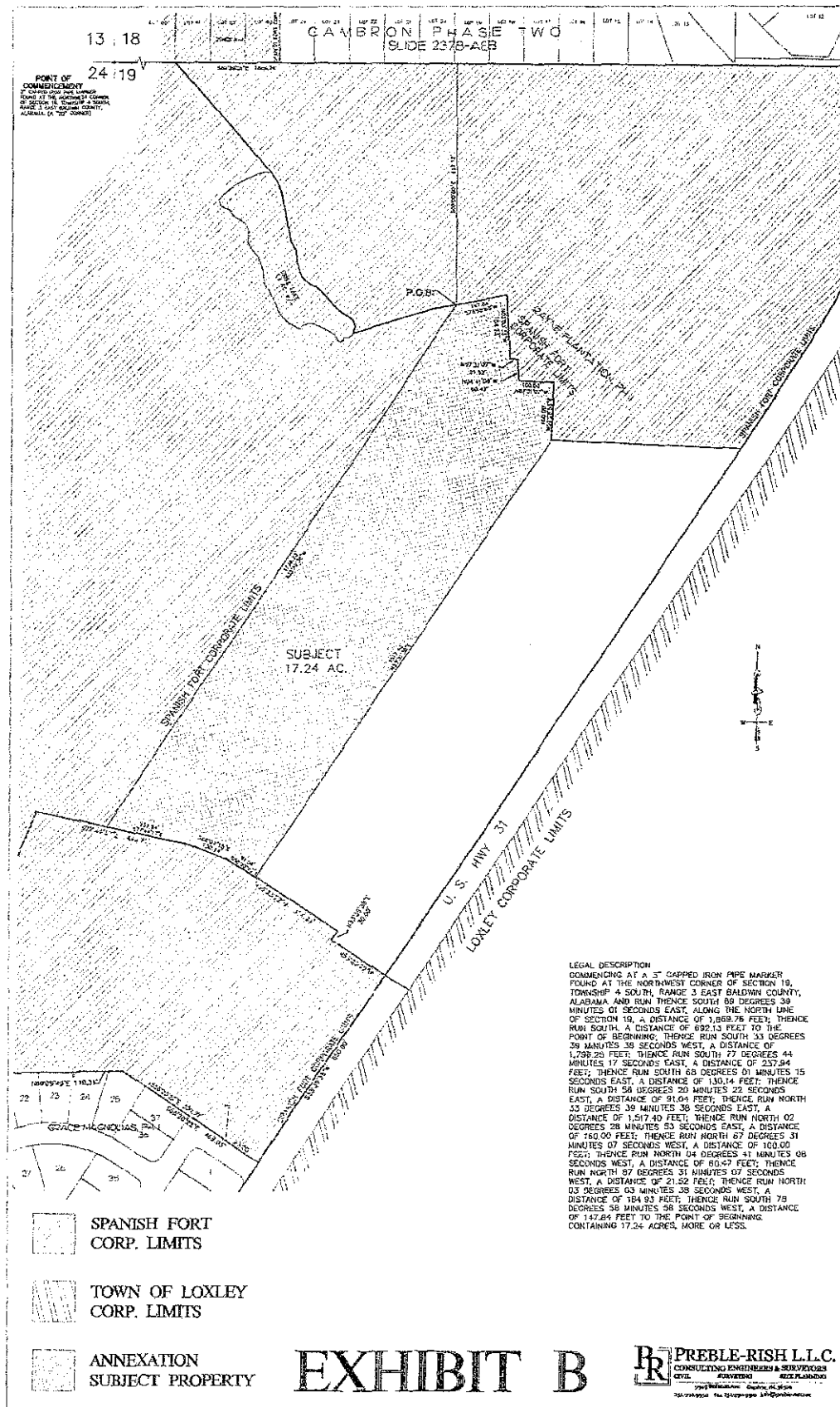
Notary Public, Baldwin County, Alabama

My Commission Expires: 11-5-2016

# EXHIBIT A

## LEGAL DESCRIPTION

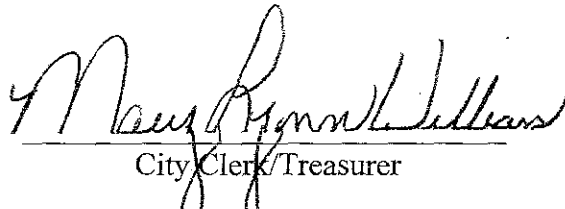
COMMENCING AT A 3" CAPPED IRON PIPE MARKER FOUND AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, ALONG THE NORTH LINE OF SECTION 19, A DISTANCE OF 1,889.76 FEET; THENCE RUN SOUTH, A DISTANCE OF 692.13 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 1,796.25 FEET; THENCE RUN SOUTH 77 DEGREES 44 MINUTES 17 SECONDS EAST, A DISTANCE OF 237.94 FEET; THENCE RUN SOUTH 68 DEGREES 01 MINUTES 15 SECONDS EAST, A DISTANCE OF 130.14 FEET; THENCE RUN SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 91.04 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 1,517.40 FEET; THENCE RUN NORTH 02 DEGREES 28 MINUTES 53 SECONDS EAST, A DISTANCE OF 160.00 FEET; THENCE RUN NORTH 87 DEGREES 31 MINUTES 07 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE RUN NORTH 04 DEGREES 41 MINUTES 08 SECONDS WEST, A DISTANCE OF 60.47 FEET; THENCE RUN NORTH 87 DEGREES 31 MINUTES 07 SECONDS WEST, A DISTANCE OF 21.52 FEET; THENCE RUN NORTH 03 DEGREES 03 MINUTES 38 SECONDS WEST, A DISTANCE OF 184.93 FEET; THENCE RUN SOUTH 78 DEGREES 58 MINUTES 58 SECONDS WEST, A DISTANCE OF 147.84 FEET TO THE POINT OF BEGINNING. CONTAINING 17.24 ACRES, MORE OR LESS.



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on January 22, 2014, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer



## **ORDINANCE NO. 463-2014**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 30<sup>th</sup> day of January, 2014, RAYNE PLANTATION, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

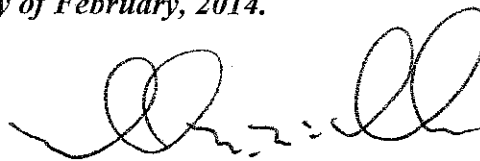
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 3<sup>rd</sup> day of February, 2014.



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Michael M. McMillan  
Mayor

ATTEST:



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Mary Lynn Williams, MMC  
City Clerk

Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of RAYNE PLANTATION, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

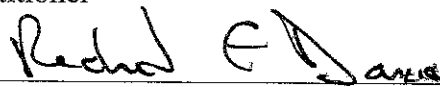
3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 30<sup>th</sup> day of January, 2014.

RAYNE PLANTATION, INC.,  
an Alabama corporation  
Petitioner



By: RICHARD E. DAVIS  
Its: Vice President

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Kimberly A Silva, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of RAYNE PLANTATION, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

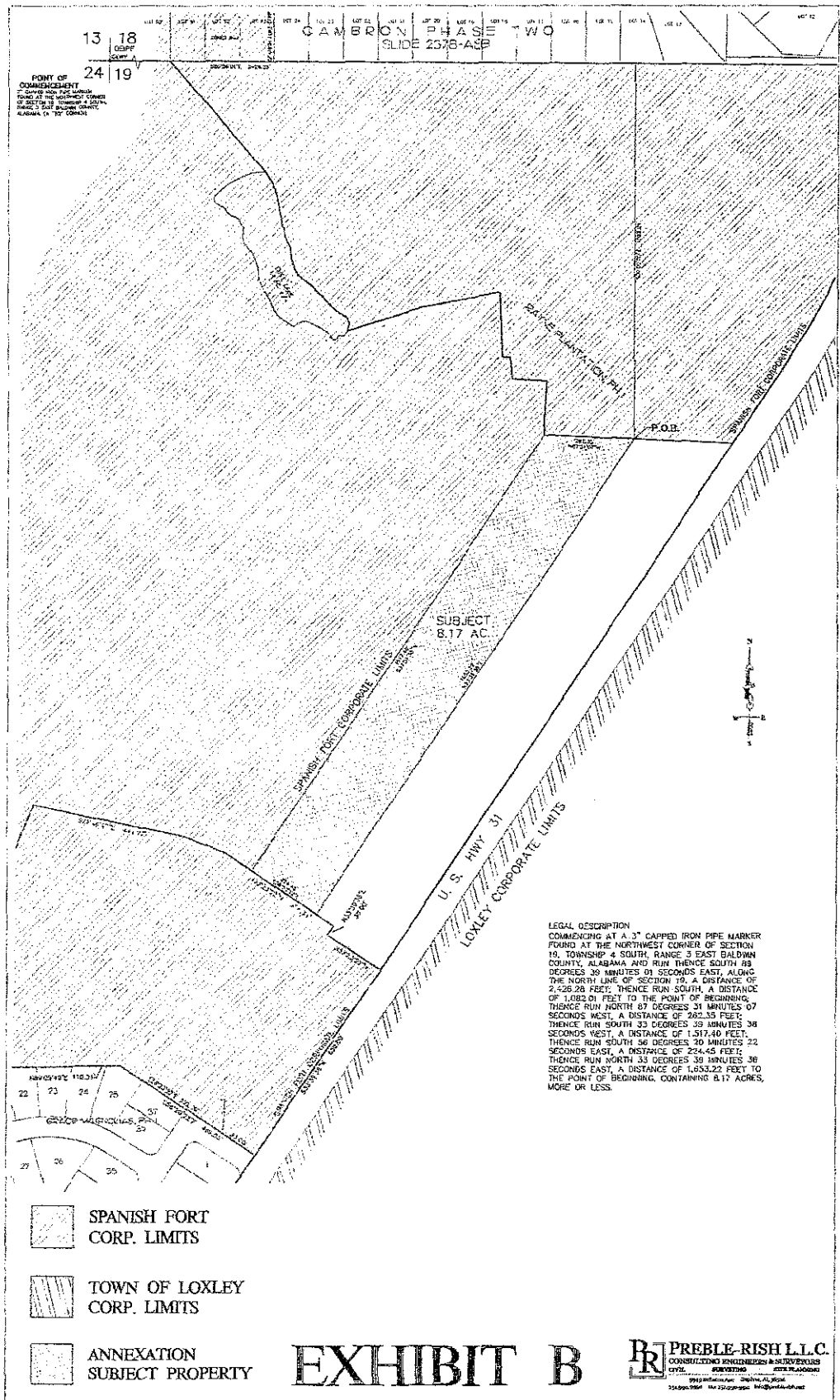
Given under my hand and seal this 30<sup>th</sup> day of January, 2014.

Kimberly A Silva  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 7/29/2014

# EXHIBIT A

## LEGAL DESCRIPTION

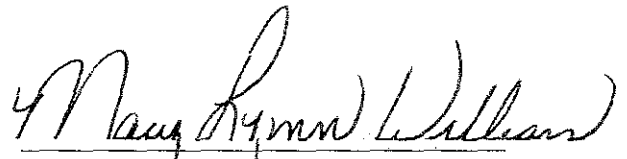
COMMENCING AT A 3" CAPPED IRON PIPE MARKER FOUND AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, ALONG THE NORTH LINE OF SECTION 19, A DISTANCE OF 2,426.28 FEET; THENCE RUN SOUTH, A DISTANCE OF 1,082.01 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 87 DEGREES 31 MINUTES 07 SECONDS WEST, A DISTANCE OF 262.35 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 1,517.40 FEET; THENCE RUN SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 224.45 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 1,653.22 FEET TO THE POINT OF BEGINNING. CONTAINING 8.17 ACRES, MORE OR LESS.



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on February 4, 2014, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
\_\_\_\_\_  
City Clerk/Treasurer

## **ORDINANCE NO. 466-2014**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 12<sup>th</sup> day of February, 2014, RAYNE PLANTATION, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

#### **SECTION 4. Severability Clause.**

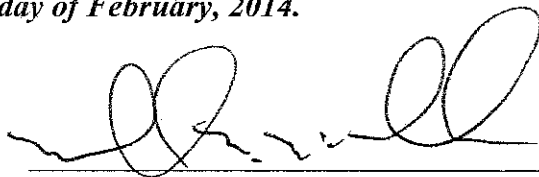
If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.




**ADOPTED AND APPROVED this 17<sup>th</sup> day of February, 2014.**



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Michael M. McMillan  
Mayor

**ATTEST:**



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Mary Lynn Williams, MMC  
City Clerk

Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of RAYNE PLANTATION, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

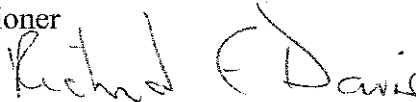
3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 12<sup>th</sup> day of February, 2014.

RAYNE PLANTATION, INC.,  
an Alabama corporation  
Petitioner



By: RICHARD E. DAVIS  
Its: Vice President

STATE OF ALABAMA

COUNTY OF BALDWIN

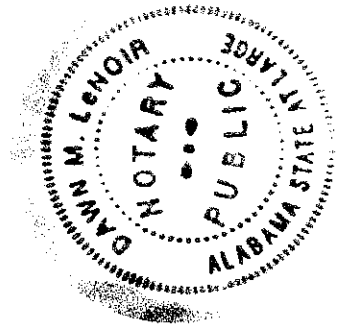
I, Dawn M. LeNoir, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of RAYNE PLANTATION, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 12 day of February 2014.

Dawn M. LeNoir

Notary Public, Baldwin County, Alabama

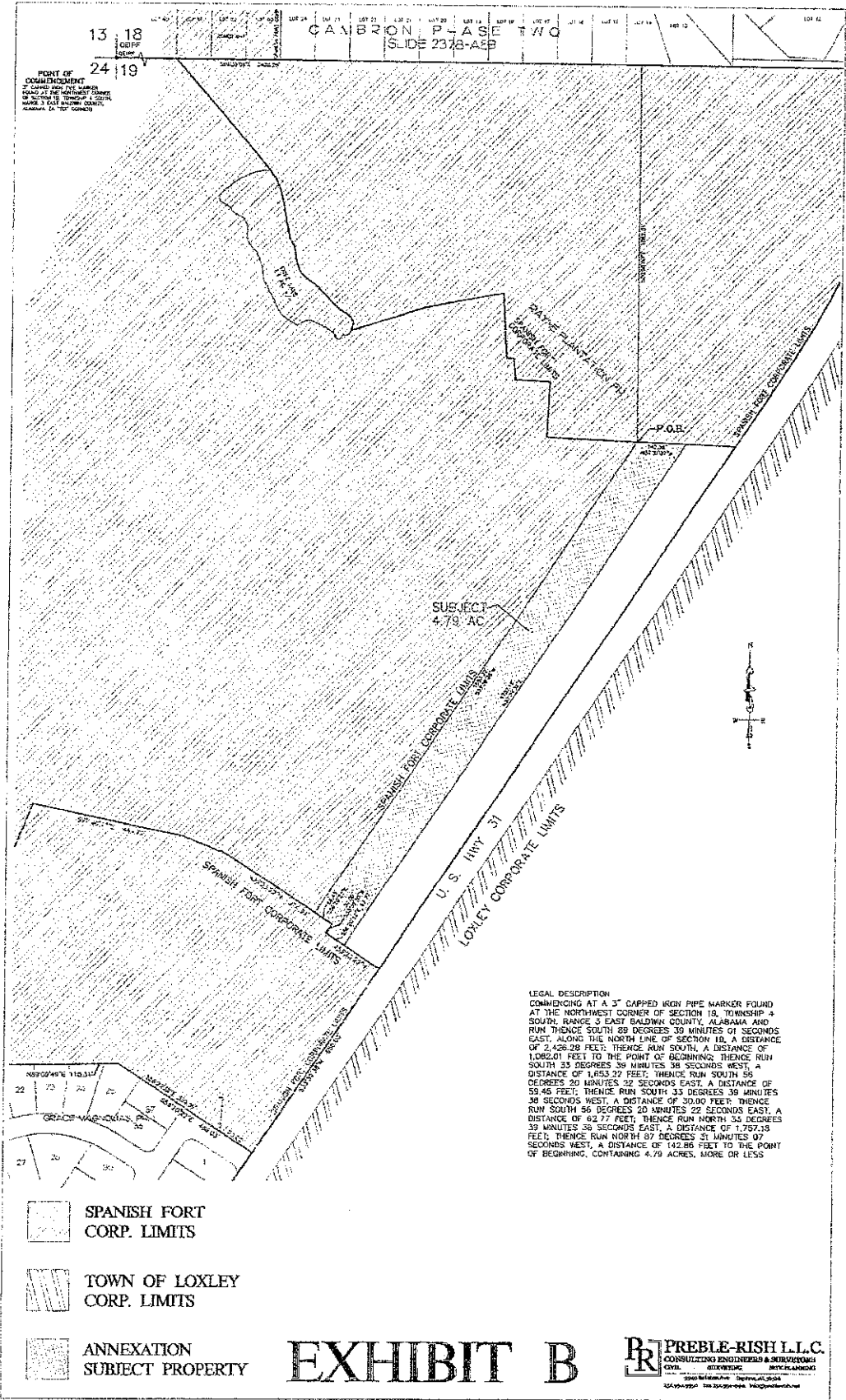
My Commission Expires: 11-5-2016



# EXHIBIT A

## LEGAL DESCRIPTION


COMMENCING AT A 3" CAPPED IRON PIPE MARKER FOUND AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, ALONG THE NORTH LINE OF SECTION 19, A DISTANCE OF 2,426.28 FEET; THENCE RUN SOUTH, A DISTANCE OF 1,082.01 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 1,653.22 FEET; THENCE RUN SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 59.45 FEET; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 62.77 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 1,757.18 FEET; THENCE RUN NORTH 87 DEGREES 31 MINUTES 07 SECONDS WEST, A DISTANCE OF 142.86 FEET TO THE POINT OF BEGINNING. CONTAINING 4.79 ACRES, MORE OR LESS.



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on February 18, 2014, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 467-2014**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 26<sup>th</sup> day of February, 2014, RAYNE PLANTATION, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

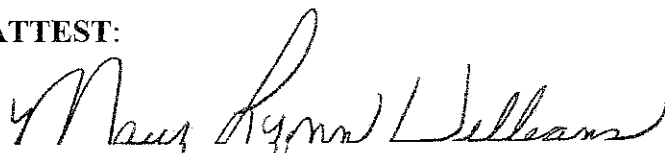
**ADOPTED AND APPROVED this 3<sup>rd</sup> day of March, 2014.**



---

Michael M. McMillan  
Mayor

**ATTEST:**



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Mary Lynn Williams, MMC  
City Clerk



Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of RAYNE PLANTATION, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 26<sup>th</sup> day of February, 2014.

RAYNE PLANTATION, INC.,  
an Alabama corporation  
Petitioner



By: RICHARD E. DAVIS  
Its: Vice President

STATE OF ALABAMA

COUNTY OF BALDWIN

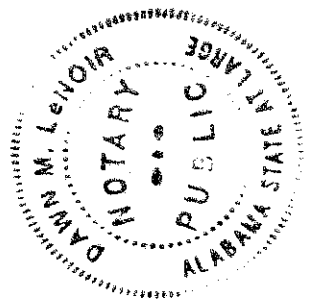
I, Dawn M. Lenoir, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of RAYNE PLANTATION, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 26 day of February, 2014.

Dawn M. Lenoir

Notary Public, Baldwin County, Alabama

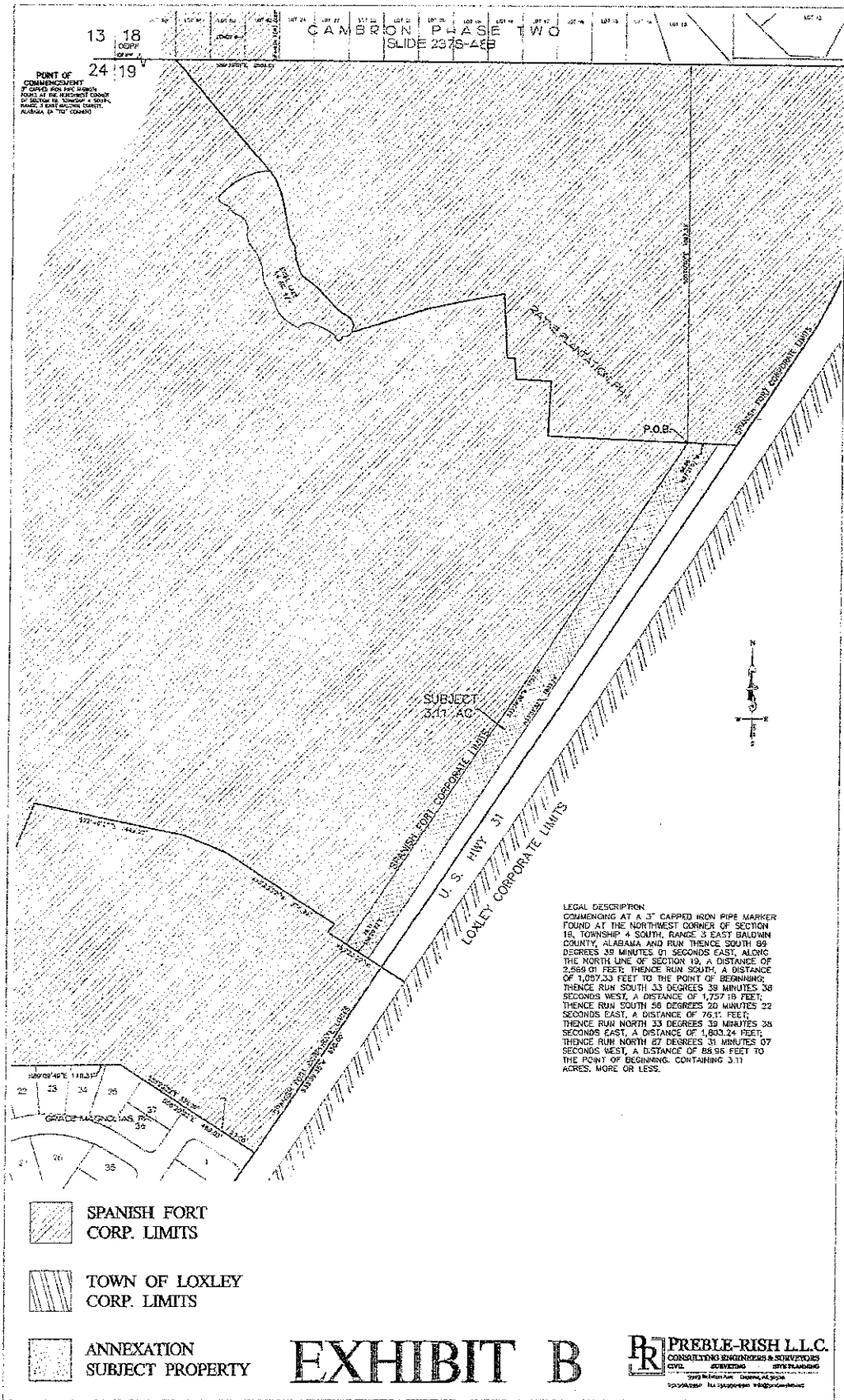
My Commission Expires: 11-5-2016



# EXHIBIT A

## LEGAL DESCRIPTION

COMMENCING AT A 3" CAPPED IRON PIPE MARKER FOUND AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, ALONG THE NORTH LINE OF SECTION 19, A DISTANCE OF 2,569.01 FEET; THENCE RUN SOUTH, A DISTANCE OF 1,087.33 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 1,757.18 FEET; THENCE RUN SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 76.11 FEET; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 1,803.24 FEET; THENCE RUN NORTH 87 DEGREES 31 MINUTES 07 SECONDS WEST, A DISTANCE OF 88.96 FEET TO THE POINT OF BEGINNING. CONTAINING 3.11 ACRES, MORE OR LESS.



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on March 4, 2014, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

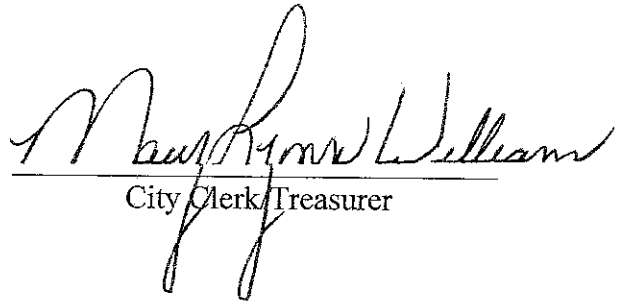
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City Clerk/Treasurer

## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on March 4, 2014, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 468-2014**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 12<sup>th</sup> day of March, 2014, RAYNE PLANTATION, INC., an Alabama corporation, by and through Richard E. Davis, its Vice President, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 17<sup>th</sup> day of March, 2014.



Michael M. McMillan  
Mayor

ATTEST:



Mary Lynn Williams, MMC  
City Clerk



Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Richard E. Davis, acting in my capacity as Vice President of RAYNE PLANTATION, INC., an Alabama corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 12<sup>th</sup> day of March, 2014.

RAYNE PLANTATION, INC.,  
an Alabama corporation  
Petitioner



By: RICHARD E. DAVIS  
Its: Vice President

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Dawn M. Lenoir, a Notary Public, in and for said County in said State, hereby certify that RICHARD E. DAVIS, whose name as Vice President of RAYNE PLANTATION, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 12 day of March, 2014.

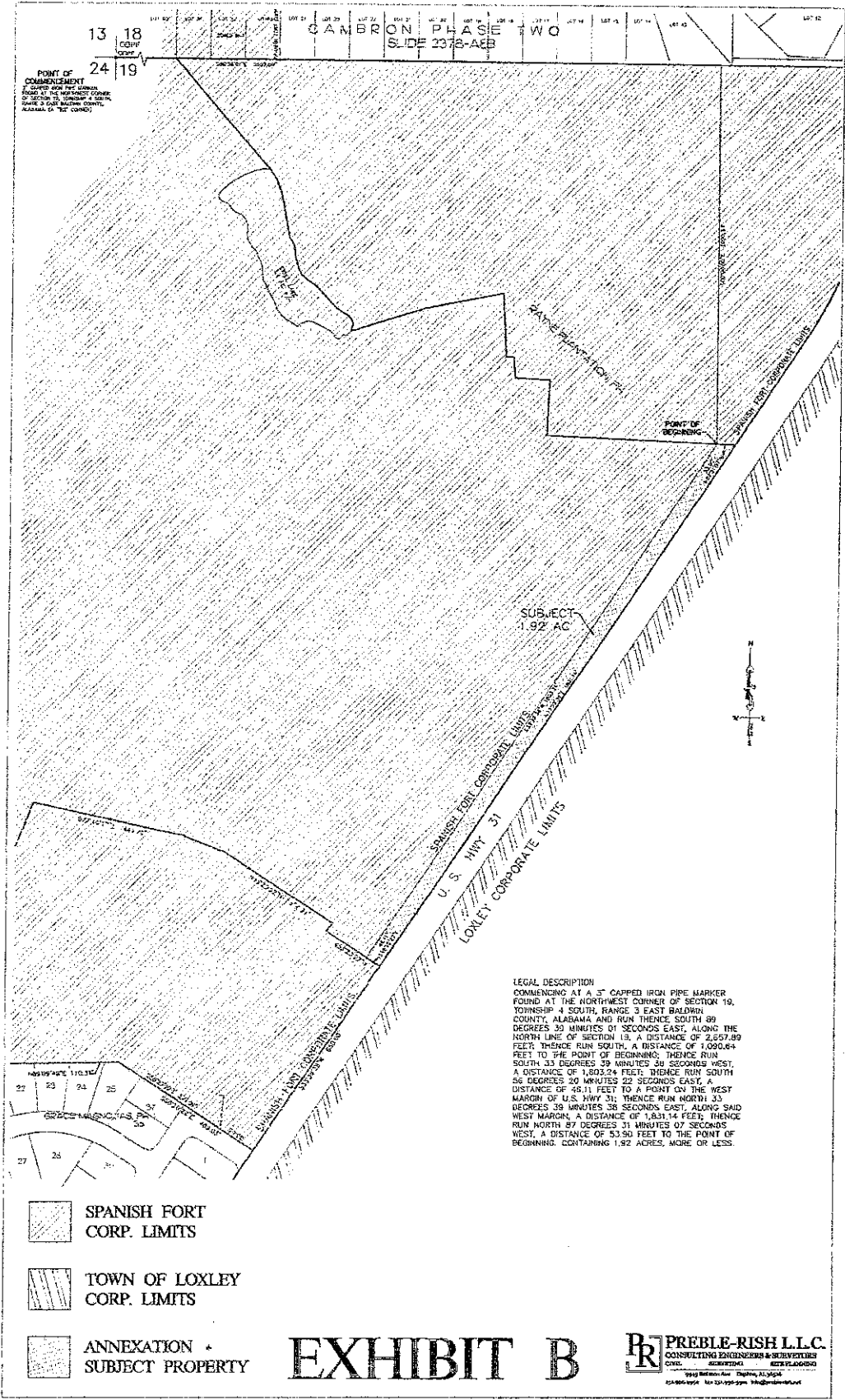
Dawn M. Lenoir  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 11-5-2016



# EXHIBIT A

## LEGAL DESCRIPTION

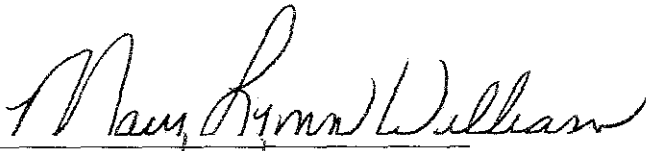
COMMENCING AT A 3" CAPPED IRON PIPE MARKER FOUND AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECONDS EAST, ALONG THE NORTH LINE OF SECTION 19, A DISTANCE OF 2,657.89 FEET; THENCE RUN SOUTH, A DISTANCE OF 1,090.64 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 33 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 1,803.24 FEET; THENCE RUN SOUTH 56 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 46.11 FEET TO A POINT ON THE WEST MARGIN OF U.S. HWY 31; THENCE RUN NORTH 33 DEGREES 39 MINUTES 38 SECONDS EAST, ALONG SAID WEST MARGIN, A DISTANCE OF 1,831.14 FEET; THENCE RUN NORTH 87 DEGREES 31 MINUTES 07 SECONDS WEST, A DISTANCE OF 53.90 FEET TO THE POINT OF BEGINNING. CONTAINING 1.92 ACRES, MORE OR LESS.



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on March 18, 2014, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
\_\_\_\_\_  
City Clerk/Treasurer

## **ORDINANCE NO. 473-2014**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 3<sup>rd</sup> day of *July, 2014*, HAWTHORNE PROPERTIES, L.L.C., by and through Daniel G. Blackburn, its Authorized Agent, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

**SECTION 5. Effective Date.**

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

**ADOPTED AND APPROVED** this 7<sup>th</sup> day of *July*, 2014.



Michael M. McMillan  
Mayor

**ATTEST:**

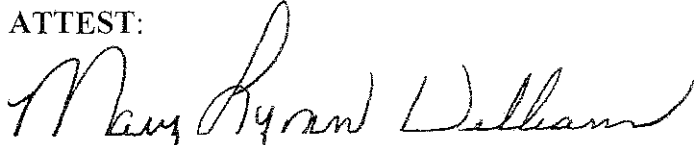
  
\_\_\_\_\_  
Mary Lynn Williams, MMC  
City Clerk

Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Daniel G. Blackburn, acting in my capacity as Authorized Agent of HAWTHORNE PROPERTIES, L.L.C. (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, do hereby execute on behalf of the said Petitioner and file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 3<sup>rd</sup> day of July, 2014.

HAWTHORNE PROPERTIES, L.L.C.,  
an Alabama limited liability company  
Petitioner

By:   
DANIEL G. BLACKBURN,  
Its Authorized Agent



STATE OF ALABAMA

COUNTY OF BALDWIN

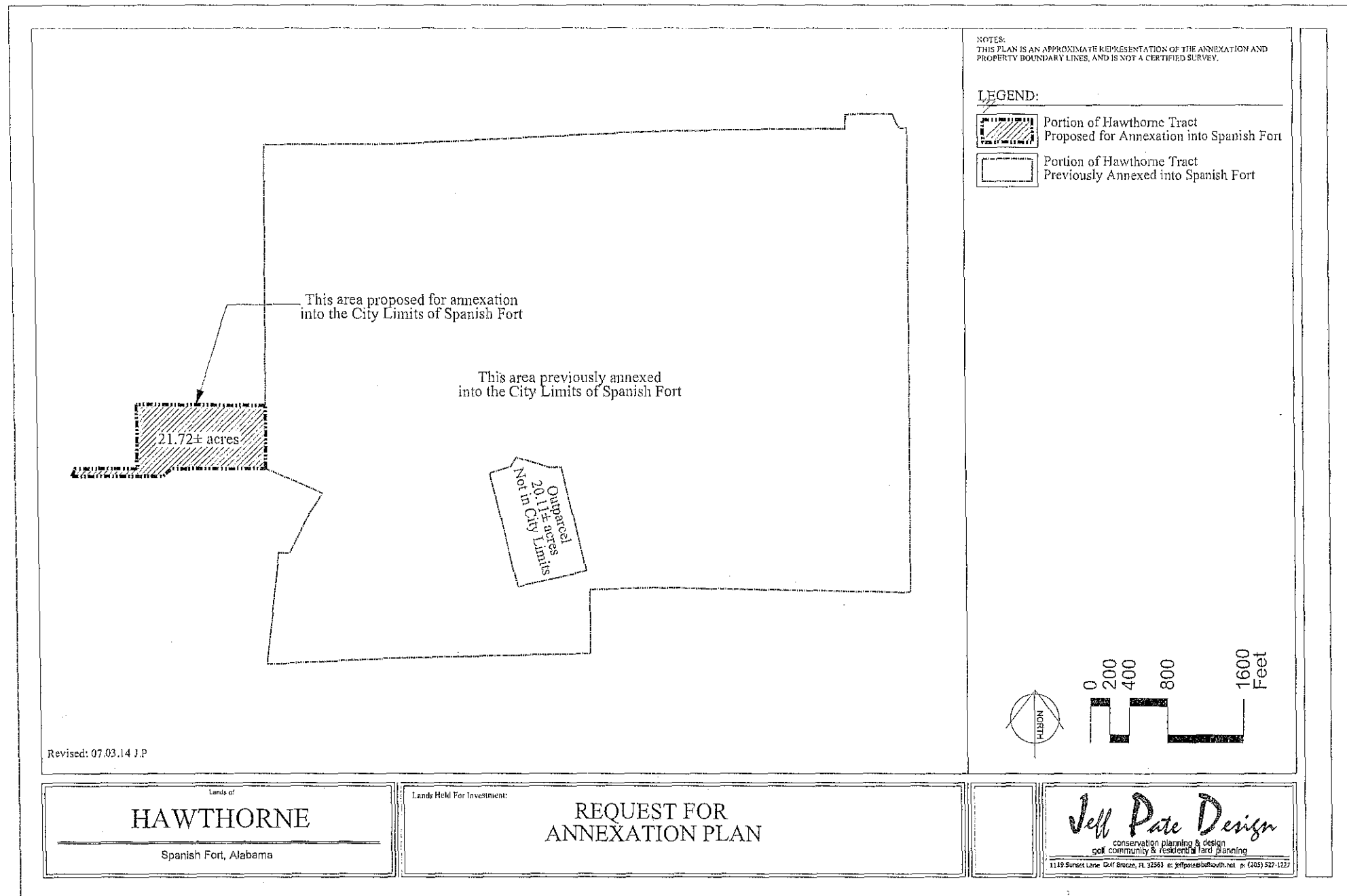
I, DONNA P. DUNNING, a Notary Public, in and for said County in said State, hereby certify that DANIEL G. BLACKBURN, whose name as Authorized Agent of Hawthorne Properties, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 3<sup>rd</sup> day of JULY, 2014.

Donna P Dunning  
Notary Public DONNA P. DENNING  
My Commission Expires: 11/10/2015

Exhibit A

COMMENCE at a concrete monument at the northeast corner of the southwest quarter of Section 22, Township 3 South, Range 2 East, St. Stephens Meridian, Baldwin County, Alabama, said concrete monument also being the POINT OF BEGINNING; thence S-00°05'27"-E along the east line of said southwest quarter for a distance of 2745.56 feet to a capped iron rod at the southeast corner of said southwest quarter; thence S-00°00'50"-W for a distance of 2033.28 feet to a capped iron rod; thence N-88°57'37"-W for a distance of 2658.32 feet to a capped iron rod; thence S-88°17'05"-W for a distance of 673.93 feet to a capped iron rod; thence S-00°00'36"-W for a distance of 658.28 feet to a capped iron rod; thence S-88°41'34"-W for a distance of 2026.69 feet to a capped rod at the northwest corner of Government Lot lie" of Section 28, Township 3 South, Range 2 East; thence S-87°16'31"-W for a distance of 1341.12 feet to the center line of Whitehouse Creek, as same existed on December 6, 2006; thence meander northerly along the center line of said Whitehouse Creek for a distance of 1597 feet more or less subtended by a chord bearing of N-06°26'48"-E and a chord distance of 1156.23 feet); thence N-89°55'22"-E for a distance of 121.85 feet to a capped iron rod; thence N-26°29'16"-E for a distance of 401.13 feet to a capped iron rod; thence N-32°56'47"-E for a distance of 302.69 feet to a capped iron rod; thence N-66°40'41"-W for a distance of 638.91 feet to a capped iron rod; being the POINT OF BEGINNING. Thence N-89°53'34"-W for a distance of 696.05 feet to a capped iron rod; thence N-89°53'34"-W for a distance of 261.29 feet to a point; thence S-51°54'07"-W for a distance of 128.98 feet to a capped iron rod; thence N-89°53'55"-W for a distance of 263.94 feet to a point; thence N-89°47'06"-W for a distance of 676.06 feet to a point; thence N-26°18'17"-E for a distance of 89.07 feet to a point; thence S-89°45'59"-E for a distance of 637.52 feet to a point; thence N-00°08'11"-E for a distance of 661.93 feet to an iron pipe; thence S-89°23'32"-E for a distance of 1324.87 feet to an iron rod; thence S-00°18'30"-W for a distance of 650.37 feet to the POINT OF BEGINNING; containing 21.72 acres, more or less.



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on *July 8, 2014* in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
\_\_\_\_\_  
City Clerk/Treasurer

## **ORDINANCE NO. 475-2014**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 7<sup>th</sup> day of August, 2014, Shawn Michael O'Connor and Tracy Lynn O'Connor, the owners of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signatures of the owners of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owners of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

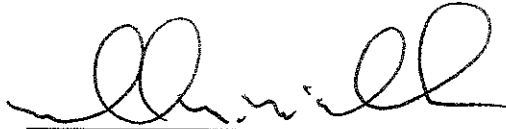
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

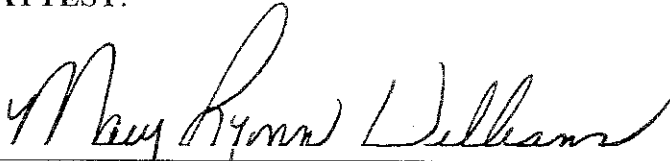
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 2<sup>nd</sup> day of September, 2014.



Michael M. McMillan  
Mayor

ATTEST:



Mary Lynn Williams, MMC  
City Clerk

**Exhibit 1**

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

TO THE CITY OF SPANISH FORT, ALABAMA:

We, the undersigned, Shawn Michael O'Connor and Tracy Lynn O'Connor (the Petitioners), constituting all of the owners of the hereinafter described property, do hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the City of Spanish Fort in accordance with Ala. Code §11-42-20 through §11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioners submit and show the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

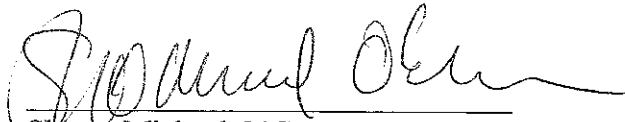
2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

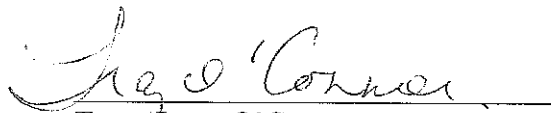
3. The undersigned Petitioners hereby certify that they are the sole owners of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioners hereby represent and certify that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioners represent and certify that all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, and in the event any portion of said property does lie within the police jurisdiction of another municipality, the Petitioners hereby represent and certify that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioners do hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioners have hereunto set their hands and seals on this the 7<sup>th</sup> day of *August*, 2014.

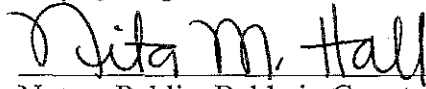
  
Shawn Michael O'Connor  
Petitioner

  
Tracy Lynn O'Connor  
Petitioner

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, **Nita M. Hall**, a Notary Public, in and for said County in said State, hereby certify that Shawn Michael O'Connor, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the date the same bears date.

Given under my hand and seal this *7<sup>th</sup> day of August, 2014.*



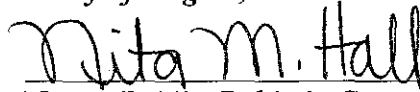
Notary Public, Baldwin County, Alabama

My Commission Expires: 05/06/2015

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, **Nita M. Hall**, a Notary Public, in and for said County in said State, hereby certify that Tracy Lynn O'Connor, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date the same bears date.

Given under my hand and seal this *17<sup>th</sup> day of August, 2014.*



Notary Public, Baldwin County, Alabama

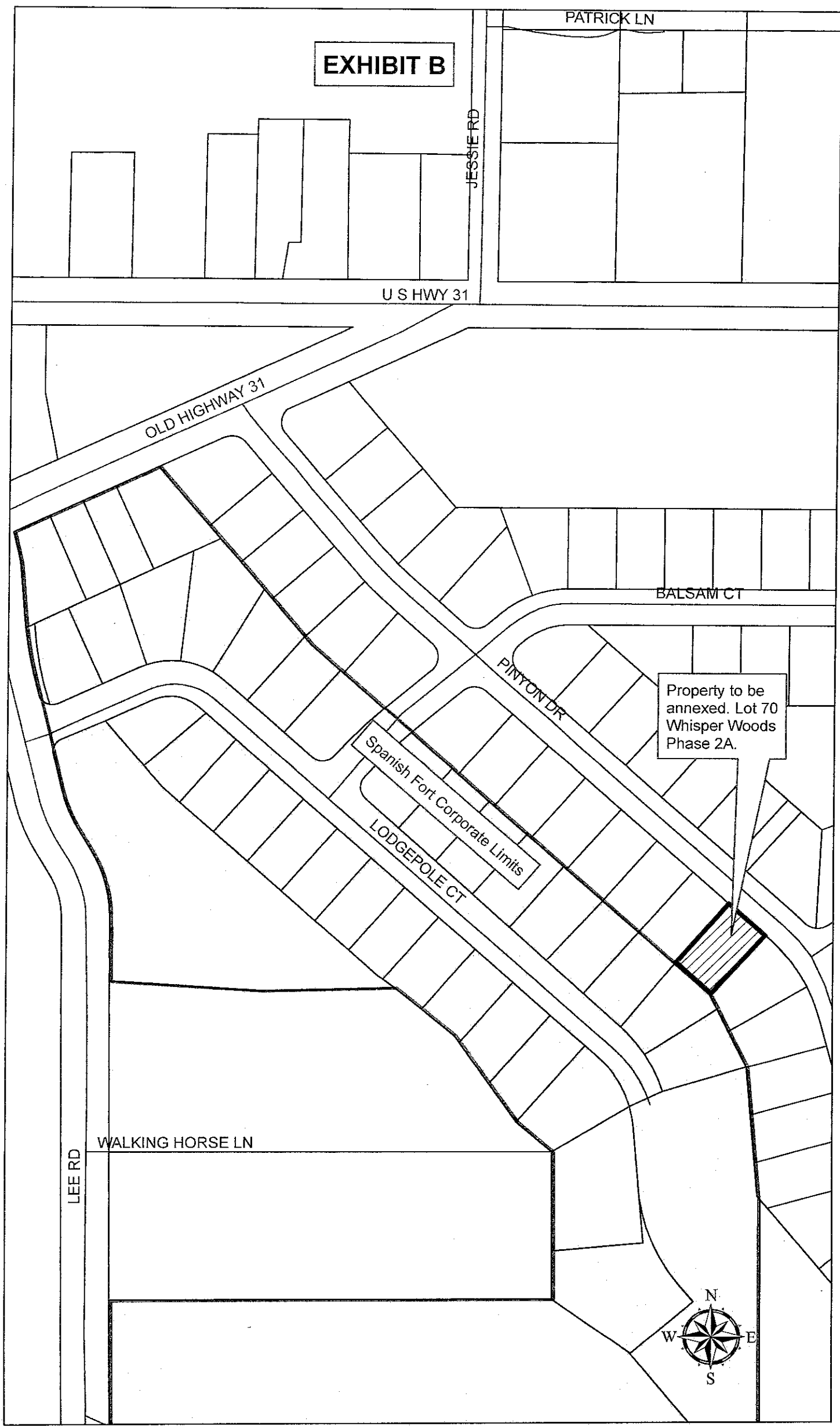
My Commission Expires: 05/06/2015



## **EXHIBIT A**

Lot 70, Whisper Woods Phase 2A, according to the plat thereof, as recorded in Slide Book 2094-C&D, in the Office of the Judge of Probate, Baldwin County, Alabama.

**EXHIBIT B**



Property to be annexed. Lot 70  
Whisper Woods  
Phase 2A.

Spanish Fort Corporate Limits

LEE RD

WALKING HORSE LN

OLD HIGHWAY 31

U S HWY 31

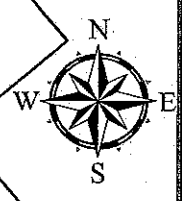
JESSIE RD

PATRICK LN

BALSAM CT

PINYON DR

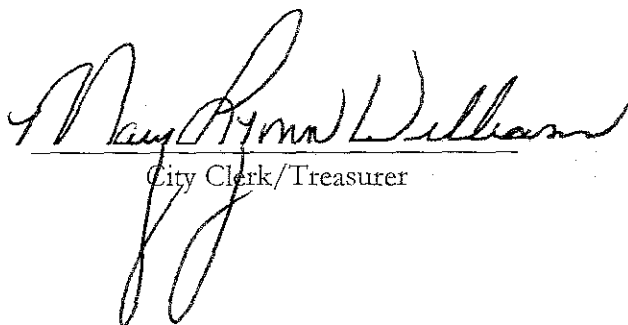
LODGEPOLE CT



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on *September 3, 2014*, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
\_\_\_\_\_  
City Clerk/Treasurer

## **ORDINANCE NO. 478-2014**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 3<sup>rd</sup> day of October, 2014, STAGECOACH PROPERTIES, L.L.C., by and through Timothy L. Cockrell, its Managing member, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

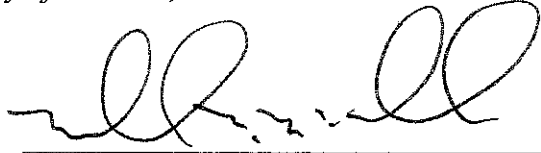
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

**SECTION 5. Effective Date.**

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

**ADOPTED AND APPROVED** this *6<sup>th</sup> day of October, 2014.*

A handwritten signature in black ink, appearing to read 'Michael M. McMillan', written over a horizontal line.

Michael M. McMillan  
Mayor

**ATTEST:**

A handwritten signature in black ink, appearing to read 'Mary Lynn Williams', written over a horizontal line.

Mary Lynn Williams, MMC  
City Clerk

Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Timothy L. Cockrell, acting in my capacity as Managing Member of STAGECOACH PROPERTIES, L.L.C. (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, do hereby execute on behalf of the said Petitioner and file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 3RD day of October, 2014.

STAGECOACH PROPERTIES, L.L.C.  
Petitioner

By: 

Its: Managing Member

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Nita M. Hall, a Notary Public, in and for said County in said State, hereby certify that Timothy L. Cockrell, whose name as Managing Member of Stagecoach Properties, L.L.C., a limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 3rd day of October, 2014.

Nita M. Hall  
Notary Public Nita M. Hall  
My Commission Expires: 5/6/2015

Exhibit A

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

STATE OF ALABAMA  
BALDWIN COUNTY

A LOT OR PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 EAST, CITY OF SPANISH FORT, BALDWIN COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT AN OLD T-POST IN THE PAVEMENT OF U.S. HIGHWAY 31 (RIGHT-OF-WAY VARIES) MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 0 DEGREES 9 MINUTES 10 SECONDS EAST A DISTANCE OF 160.64 FEET TO A POINT; THENCE NORTH 89 DEGREES 50 MINUTES 50 SECONDS WEST A DISTANCE OF 30.00 FEET TO A 1/2-INCH CAPPED IRON PIN (STAMPED CA451LS) LOCATED ON THE WEST RIGHT-OF-WAY MARGIN OF STAGECOACH ROAD (RIGHT-OF-WAY VARIES) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE ALONG A RIGHT-OF-WAY FLARE SOUTH 38 DEGREES 39 MINUTES 15 SECONDS WEST A DISTANCE OF 43.37 FEET TO A 1/2-INCH CAPPED IRON PIN (STAMPED CA451LS) LOCATED ON THE NORTH RIGHT-OF-WAY MARGIN OF U.S. HIGHWAY 31; THENCE ALONG SAID MARGIN SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST A DISTANCE OF 147.94 FEET TO A 1/2-INCH CAPPED IRON PIN (STAMPED CA451LS); THENCE LEAVING SAID MARGIN NORTH 1 DEGREE 49 MINUTES 7 SECONDS EAST A DISTANCE OF 58.95 FEET TO A 1 1/2-INCH OPEN TOP PIPE; THENCE NORTH 2 DEGREES 3 MINUTES 15 SECONDS EAST A DISTANCE OF 228.28 FEET TO A 1/2-INCH CAPPED IRON PIN (STAMPED CA451LS); THENCE NORTH 89 DEGREES 52 MINUTES 57 SECONDS EAST A DISTANCE OF 165.63 FEET TO A 1/2-INCH CAPPED IRON PIN (STAMPED CA451LS) LOCATED ON THE WEST RIGHT-OF-WAY MARGIN OF STAGECOACH ROAD (RIGHT-OF-WAY VARIES); THENCE ALONG SAID MARGIN SOUTH 0 DEGREES 9 MINUTES 7 SECONDS WEST A DISTANCE OF 252.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.11 ACRES MORE OR LESS



EXHIBIT B

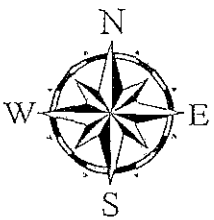
STAGECOACH CMRCL PK CIR

STAGECOACH RD

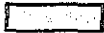
Property to be annexed

Spanish Fort Corporate Limits

US 31 ROW (Spanish Fort Blvd)



Spanish Fort Corp Limits



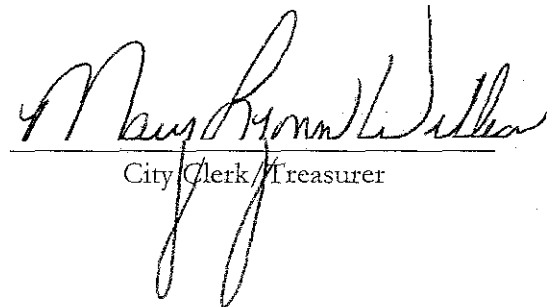
Property to be Annexed



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on ***October 7, 2014***, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
\_\_\_\_\_  
City Clerk/Treasurer

## **ORDINANCE NO. 496-2015**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 7<sup>th</sup> day of December, 2015, THE PROPERTY AT BLAKELY RIVER, LLC, an Alabama limited liability company, by and through Russell R. Steiner, its Manager, being the owner of the parcels of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

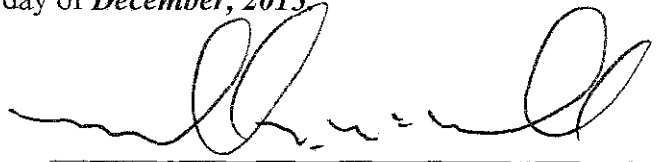
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

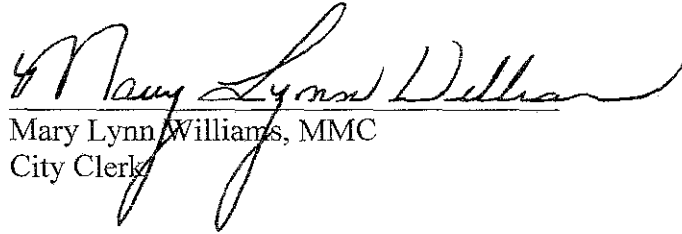
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 7<sup>th</sup> day of *December, 2015*.

A handwritten signature in black ink, appearing to read "Michael M. McMillan", written over a horizontal line.

Michael M. McMillan  
Mayor

ATTEST:

A handwritten signature in black ink, appearing to read "Mary Lynn Williams", written over a horizontal line.

Mary Lynn Williams, MMC  
City Clerk

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Russell R. Steiner, acting in my capacity as Manager of The Property at Blakely River, L.L.C., an Alabama limited liability company, (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, do hereby execute on behalf of the said Petitioner and file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 7th day of December, 2015.

By: 

Its: Manager

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Lyndsey Paige Cooper, a Notary Public, in and for said County in said State, hereby certify that Russell T. Steiner, whose name as Manager of The Property at Blakeley River, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 7 day of December

Lyndsey Paige Cooper

Notary Public, Baldwin County, Alabama

My Commission Expires: 09/05/2018

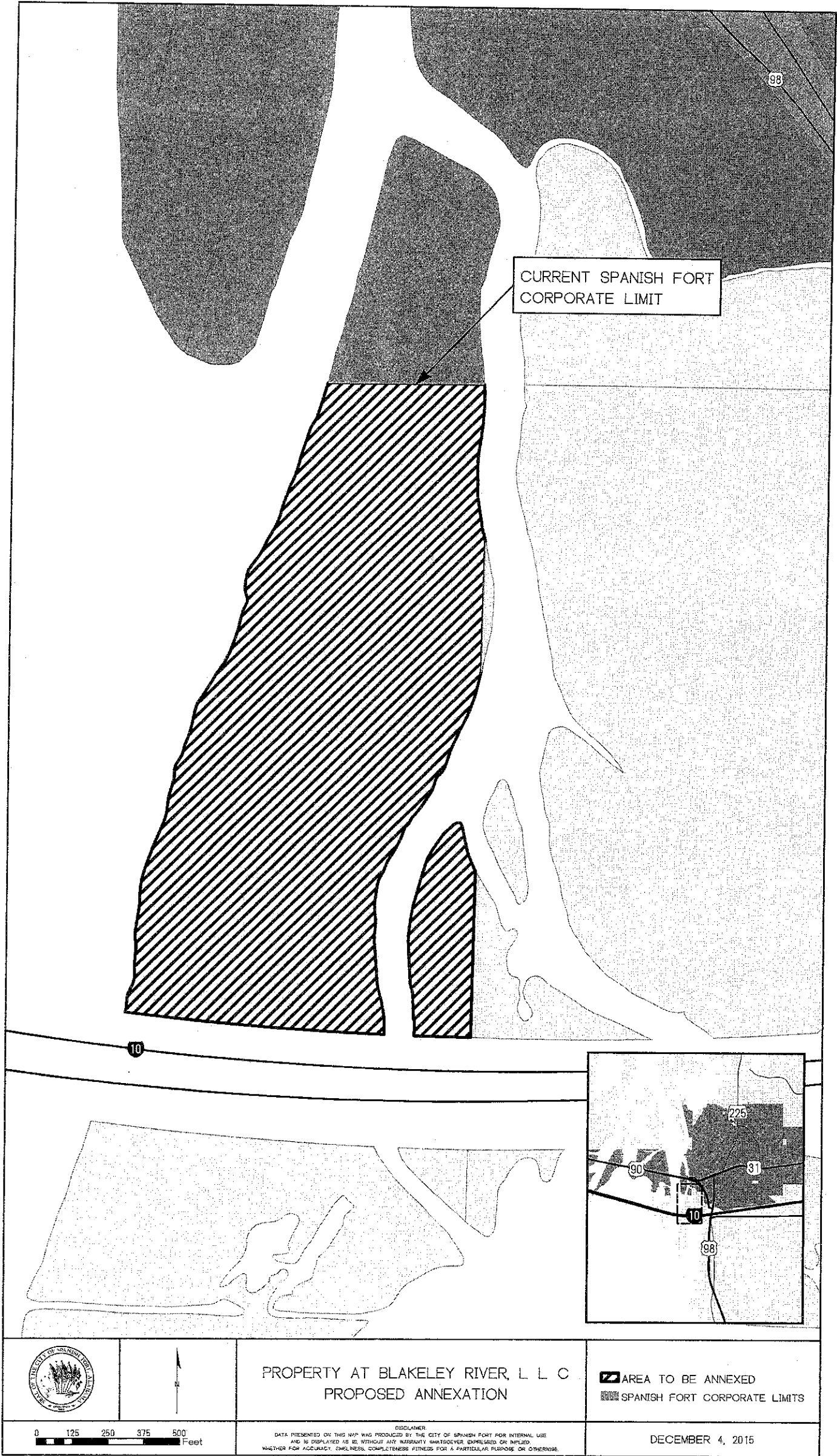
## Exhibit A

### **Legal Description:**

All that part of those lands located in Section 36, Township 4 South, Range 1 East, Baldwin County, Alabama, formerly owned by Wildburger (now owned by The Property at Blakely River, LLC, an Alabama limited liability company) and located North of U.S. Interstate Highway No. 10, South of U.S. Highway 90, West of the Range line between Range 1 East and Range 2 East and East of a line described as follows:

From the point of intersection of the range line between Ranges 1 and 2 East and the South line of U.S. Highway 90, run Westwardly and along the South line of U.S. Highway 90 approximately 502 feet to a point on said line that is 25 feet Eastwardly from the East line of the "A" frame house located on the South side of U. S. Highway 90 which said point is the point of beginning of the line herein described. From said point of beginning run South  $00^{\circ} 07'$  West and parallel to the range line dividing Range 1 East and Range 2 East to the point of intersection of said line with the center of Shell Bank River. From said point of intersection run Southwardly along the center of Shell Bank River and the center of Blakely River to Mobile Bay, all being in Baldwin County, Alabama.

Exhibit B

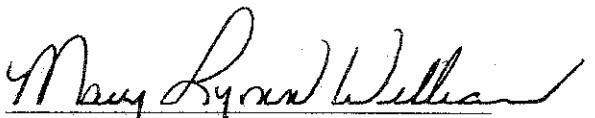




## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on December 8, 2015, than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 499-2016**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 15<sup>th</sup> day of February, 2016, The City of Spanish Fort, Alabama, an Alabama municipal corporation, by and through Michael M. McMillan, its Mayor, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby approves and ratifies the petition to annex executed by the Mayor on behalf of the City and assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

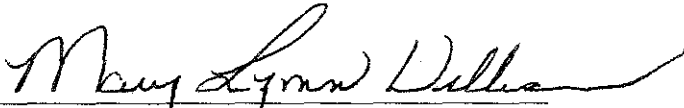
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 7<sup>th</sup> day of March, 2016.



Michael M. McMillan  
Mayor

ATTEST:



Mary Lynn Williams, MMC  
City Clerk

Exhibit 1

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Michael M. McMillan, acting in my capacity as Mayor of the City of Spanish Fort, Alabama, an Alabama municipal corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, do hereby execute on behalf of the said Petitioner and file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit B showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 15<sup>th</sup> day of *February*, 2016.

CITY OF SPANISH FORT, ALABAMA

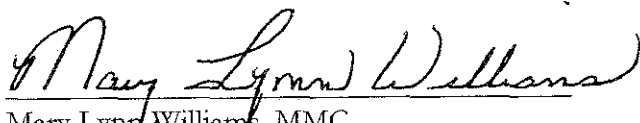
Petitioner

By: 

Michael M. McMillan

Its: Mayor

Attest:

  
Mary Lynn Williams, MMC  
City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Lynsey Paige Cooper, a Notary Public, in and for said County in said State, hereby certify that Michael M. McMillan, whose name as Mayor of the City of Spanish Fort, Alabama, an Alabama municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this *15<sup>th</sup>* day of *February, 2016*.

Lynsey Paige Cooper

Notary Public, Baldwin County, Alabama

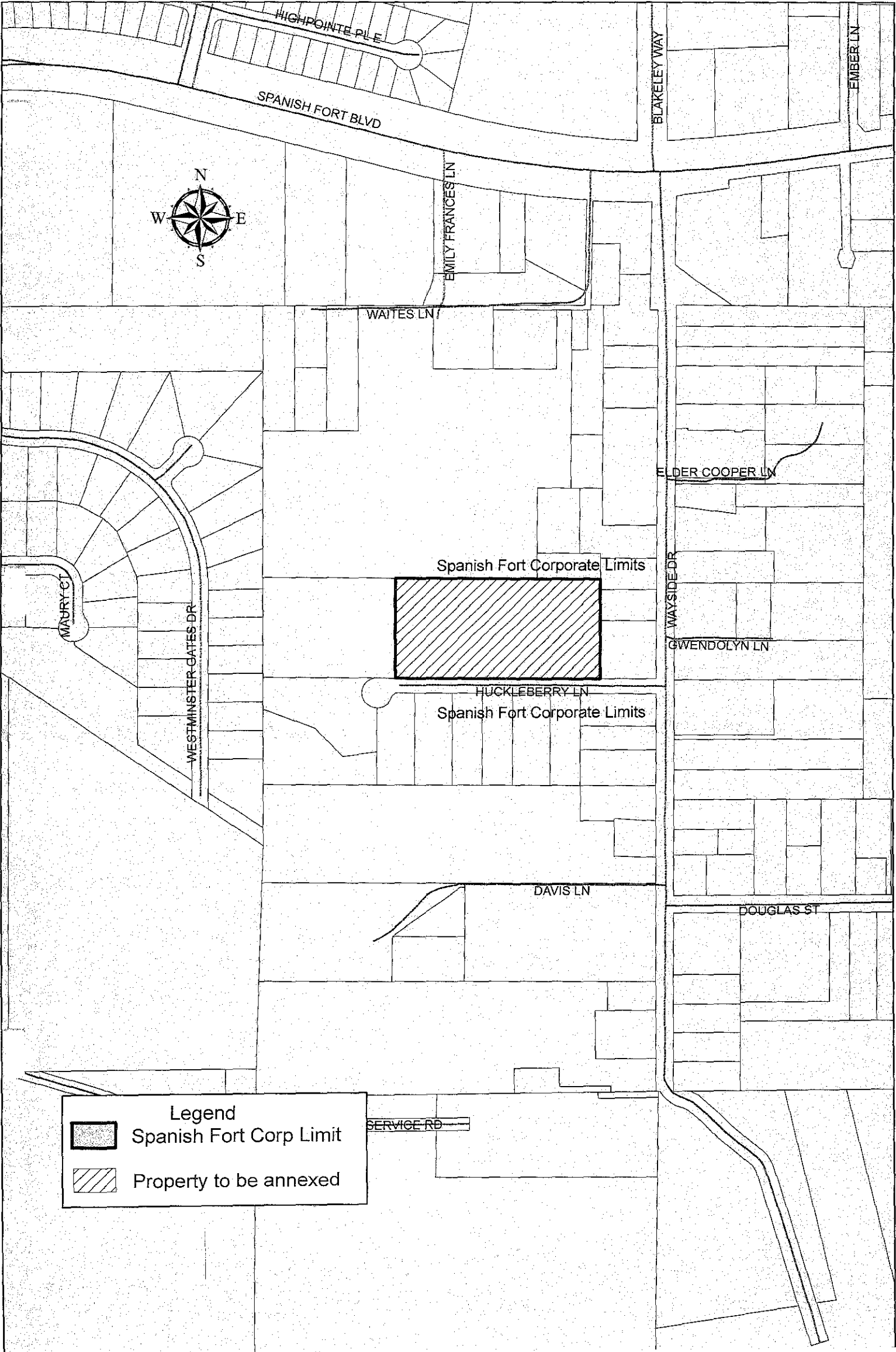
My Commission Expires: 09/05/2018

Exhibit A  
to  
Ordinance No. 499-2016

Legal Description:

COMMENCE AT THE RECORD LOCATION OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY ALABAMA, AND RUN THENCE NORTH 00 DEGREES 11 MINUTES 31 SECONDS EAST, A DISTANCE OF 1040.79 FEET; THENCE RUN NORTH 89 DEGREES 48 MINUTES 29 SECONDS WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST MARGIN OF WAYSIDE DRIVE; THENCE RUN NORTH 00 DEGREES 11 MINUTES 31 SECONDS EAST, A DISTANCE OF 357.26 FEET TO A CAPPED IRON PIN ON THE NORTH MARGIN OF HUCKLEBERRY LANE; THENCE RUN NORTH 89 DEGREES 17 MINUTES 51 SECONDS WEST, ALONG SAID NORTH MARGIN, A DISTANCE OF 183.26 FEET TO A CAPPED IRON PIN FOR THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 20 MINUTES 32 SECONDS WEST, ALONG SAID NORTH MARGIN, A DISTANCE OF 674.88 FEET TO A IRON PIPE; THENCE RUN NORTH 01 DEGREES 31 MINUTES 46 SECONDS EAST, A DISTANCE OF 338.15 FEET TO AN IRON PIPE; THENCE RUN SOUTH 89 DEGREES 35 MINUTES 16 SECONDS EAST, A DISTANCE OF 458.31 FEET TO AN IRON PIPE; THENCE RUN SOUTH 89 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 210.26 FEET TO A CAPPED IRON PIN; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 17 SECONDS WEST, A DISTANCE OF 143.81 FEET TO AN IRON FENCE POST; THENCE RUN SOUTH 00 DEGREES 42 MINUTES 31 SECONDS WEST, A DISTANCE OF 196.01 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 5.24 ACRES, MORE OR LESS, AND LIES IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

Exhibit B



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on March 8, 2016, than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer



## **ORDINANCE NO. 500-2016**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 15<sup>th</sup> day of February, 2016, The City of Spanish Fort, Alabama, an Alabama municipal corporation, by and through Michael M. McMillan, its Mayor, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby approves and ratifies the petition to annex executed by the Mayor on behalf of the City and assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

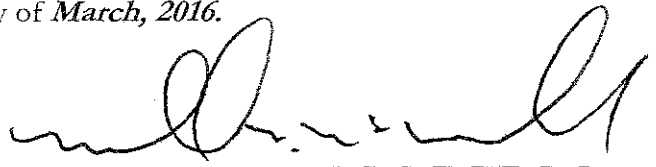
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 7<sup>th</sup> day of *March, 2016*.

A handwritten signature in black ink, appearing to read "Michael M. McMillan", written over a horizontal line.

Michael M. McMillan  
Mayor

ATTEST:

A handwritten signature in black ink, appearing to read "Mary Lynn Williams", written over a horizontal line.

Mary Lynn Williams, MMC  
City Clerk

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Michael M. McMillan, acting in my capacity as Mayor of the City of Spanish Fort, Alabama, an Alabama municipal corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, do hereby execute on behalf of the said Petitioner and file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit B showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the *15<sup>th</sup>* day of *February, 2016*.

CITY OF SPANISH FORT, ALABAMA

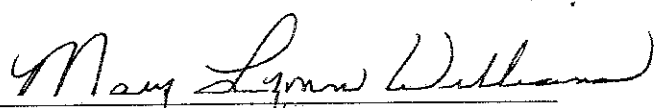
Petitioner

By: 

Michael M. McMillan

Its: Mayor

Attest:

  
Mary Lynn Williams, MMC  
City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Lynsey Paige Cooper, a Notary Public, in and for said County in said State, hereby certify that Michael M. McMillan, whose name as Mayor of the City of Spanish Fort, Alabama, an Alabama municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this *15<sup>th</sup>* day of *February, 2016*.

Lynsey Paige Cooper

Notary Public, Baldwin County, Alabama

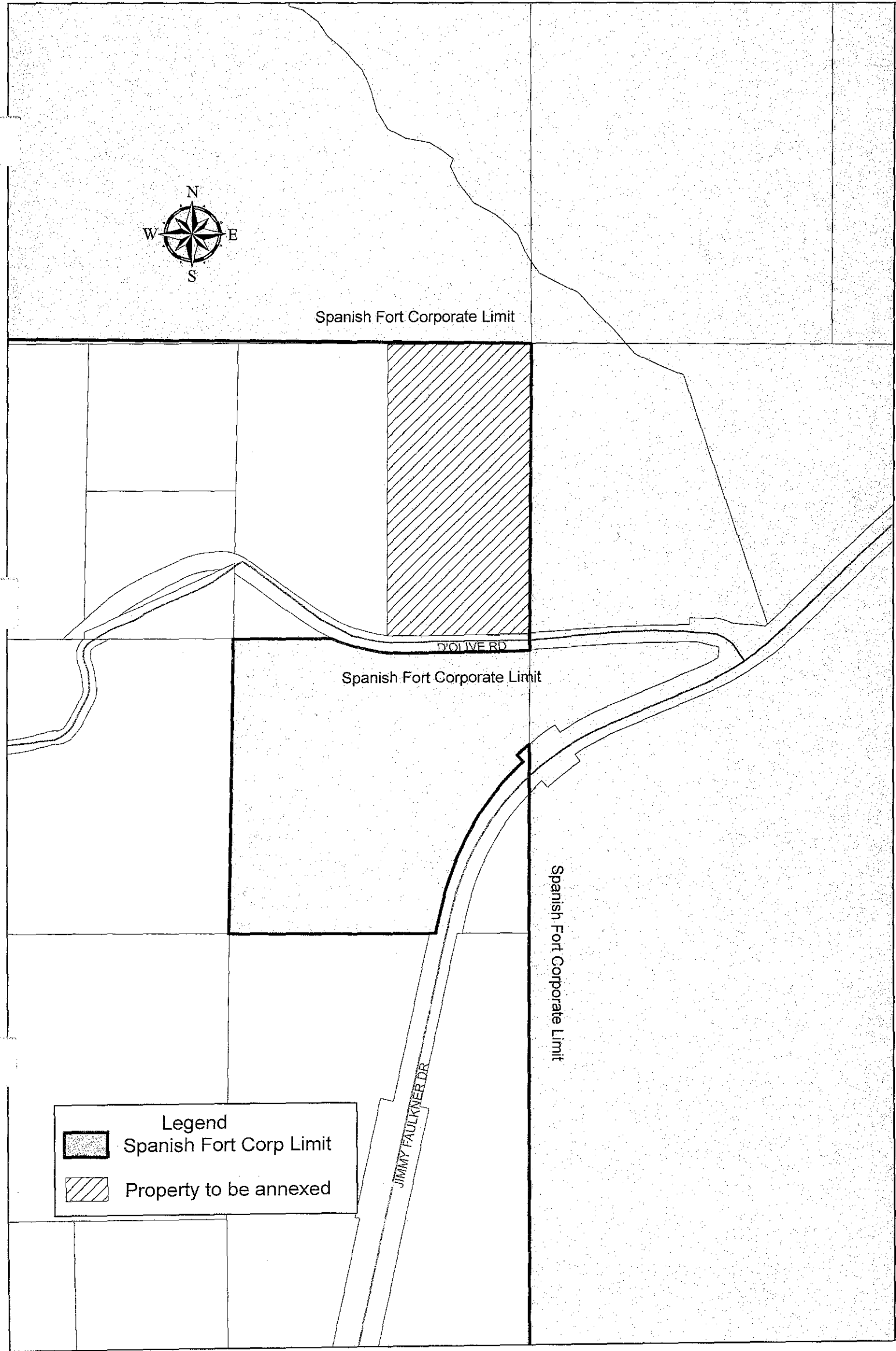
My Commission Expires: 09/05/2018

Exhibit A  
to  
Ordinance No. 500-2016

Legal Description:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN S00°12'08"E, ALONG THE EAST LINE OF SAID SECTION 10, 1281.71 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF D'OLIVE ROAD, SAID POINT LOCATED ON A CURVE CONVEXING TO THE SOUTH, HAVING A RADIUS OF 960.00 FEET AND A DELTA ANGLE OF 02°39'47"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND NORTH RIGHT-OF-WAY LINE, AN ARC LENGTH OF 44.62 FEET (CHORD BEARS S87°51'42"W, 44.62 FEET) TO THE P.T. THEREOF; THENCE RUN S88°54'47"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, 542.53 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 610.00 FEET AND A DELTA ANGLE OF 07°06'46"; THENCE RUN NORTHWESTWARDLY, ALONG SAID CURVE AND NORTH RIGHT-OF-WAY LINE, AN ARC LENGTH OF 75.73 FEET (CHORD BEARS N87°19'43"W, 75.68 FEET) TO A POINT; THENCE RUN N00°07'30"W, 1292.21 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 10; THENCE RUN S89°49'21"E, ALONG SAID NORTH SECTION LINE, 660.91 FEET TO THE POINT OF BEGINNING, CONTAINING 19.59 ACRES.

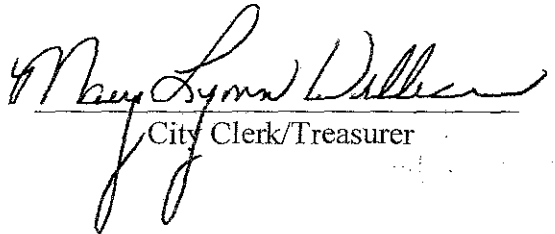
Exhibit B



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on March 8, 2016, than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 501-2016**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 24<sup>th</sup> day of February, 2016, CityHope Church, a church, by and through Bart Hare, its Pastor, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

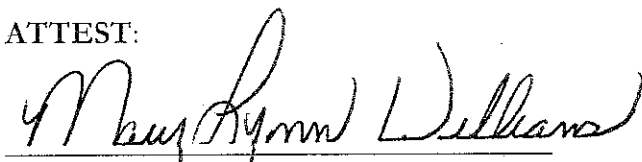


ADOPTED AND APPROVED this 7<sup>th</sup> day of *March, 2016*.



Michael M. McMillan  
Mayor

ATTEST:

---

Mary Lynn Williams, MMC  
City C

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Bart Hare, acting in my capacity as Pastor of the CityHope Church, (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby execute on behalf of the said Petitioner and file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the *24<sup>th</sup>* day of *February, 2016*.

CityHope Church  
Petitioner

By: 

Bart Hare

Its: Pastor

STATE OF ALABAMA

COUNTY OF BALDWIN

I, DONNA P. DUNNING, a Notary Public, in and for said County in said State, hereby certify that Bart Hare, whose name as Pastor of CityHope Church, a church, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said church.

Given under my hand and seal this 24<sup>th</sup> day of FEBRUARY, 2016

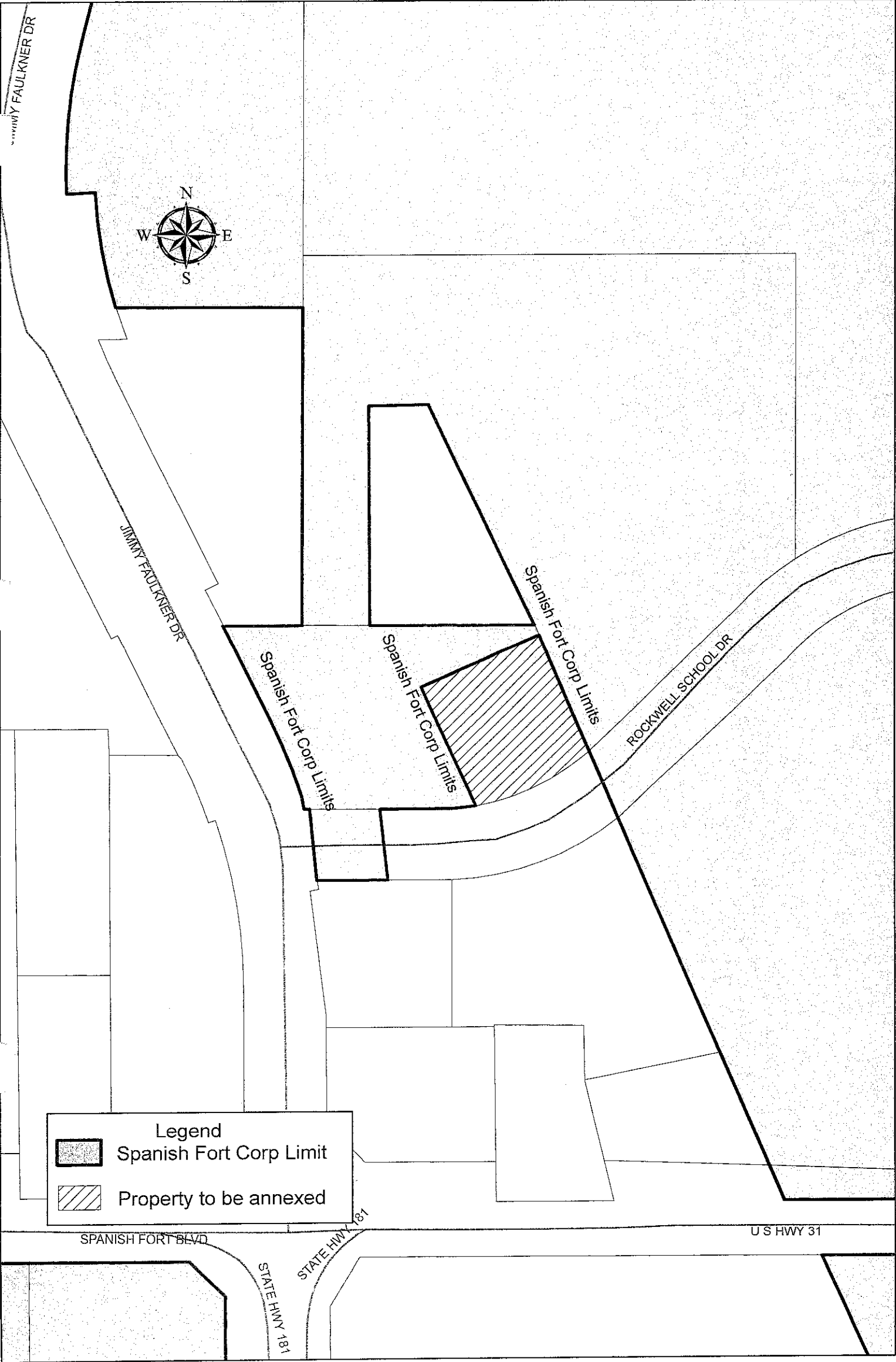
Donna P. Dunning  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 12/15/2019

## **Exhibit A**

### **Legal Description:**

Lot 2, Bay Limited North, according to plat thereof recorded in Slide 2225F, of the records in the Office of the Judge of Probate of Baldwin County, Alabama.

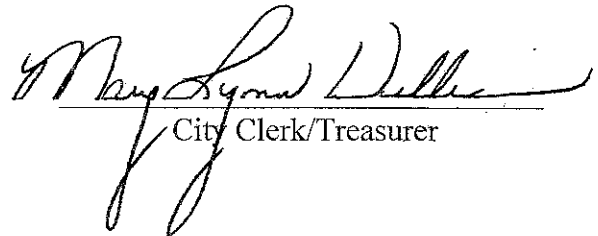
Exhibit B



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on March 8, 2016, than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 521-2017**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 17<sup>th</sup> day of May, 2017, Jonathan Charest and Ashlie Charest, the owners of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signatures of the owners of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owners of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

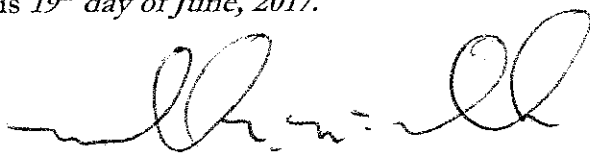
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**


This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 19<sup>th</sup> day of June, 2017.



Michael M. McMillan  
Mayor

ATTEST:



Mary Lynn Williams, MMC  
City Clerk



**PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

TO THE CITY OF SPANISH FORT, ALABAMA:

We, the undersigned, Jonathan Charest and Ashlie Charest (the Petitioners), constituting all of the owners of the hereinafter described property, do hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the City of Spanish Fort in accordance with Ala. Code §11-42-20 through §11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioners submit and show the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

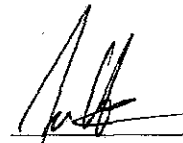
2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioners hereby certify that they are the sole owners of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioners hereby represent and certify that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioners represent and certify that all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, and in the event any portion of said property does lie within the police jurisdiction of another municipality, the Petitioners hereby represent and certify that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioners do hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioners have hereunto set their hands and seals on this the 17 day of May, 2017.



Jonathan Charest  
Petitioner



Ashlie Charest  
Petitioner

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Ann H. Tobias, a Notary Public, in and for said County in said State, hereby certify that **Jonathan Charest**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the date the same bears date.

Given under my hand and seal this 17<sup>th</sup> day of May, 2017.

Ann H. Tobias  
Notary Public, Baldwin County, Alabama  
My Commission Expires: **Ann H. Tobias, Notary Public  
Alabama State at Large  
My Commission Expires 3/31/2020**

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Ann H. Tobias, a Notary Public, in and for said County in said State, hereby certify that **Ashlie Charest**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date the same bears date.

Given under my hand and seal this 17<sup>th</sup> day of May, 2017.

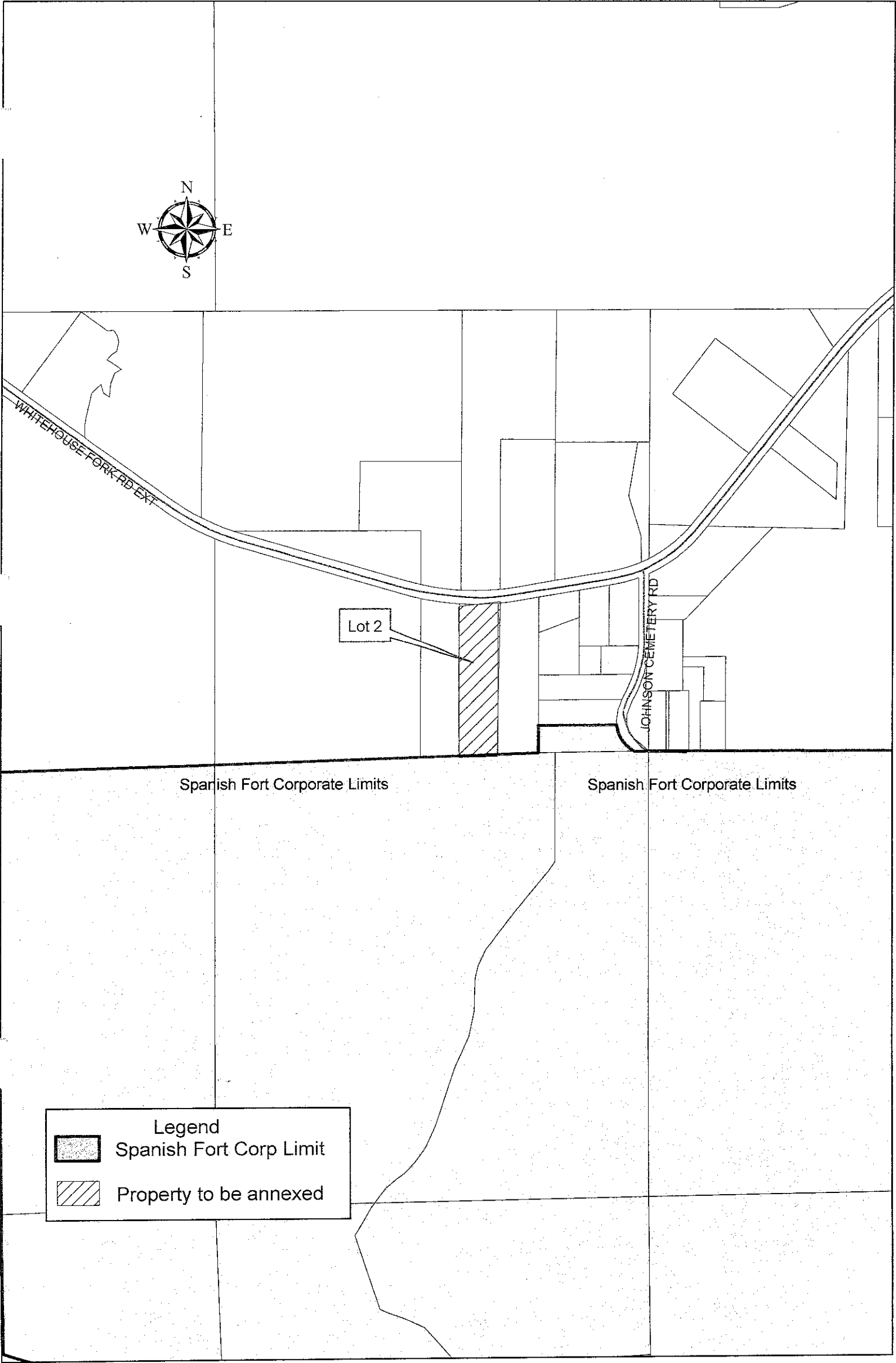
Ann H. Tobias  
Notary Public, Baldwin County, Alabama  
My Commission Expires: P

**Ann H. Tobias, Notary Public  
Alabama State at Large  
My Commission Expires 3/31/2020**

## EXHIBIT A

Lot 2, Whitehouse Creek Acres Subdivision, being a subdivision as per map of plat thereof on file and of record in the Office of the Judge of Probate of Baldwin County, Alabama, in Slide 1262-B.

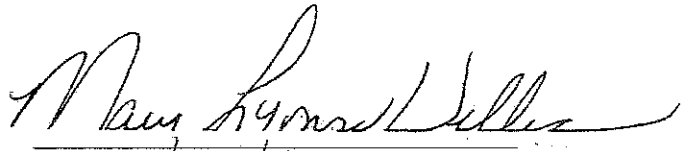
Exhibit B



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on *June 20, 2017*, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
\_\_\_\_\_  
City Clerk/Treasurer

## **ORDINANCE NO. 522-2017**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 17<sup>th</sup> day of May, 2017, Jonathan Charest and Ashlie Charest, the owners of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signatures of the owners of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owners of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

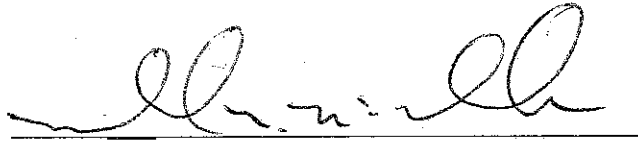
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

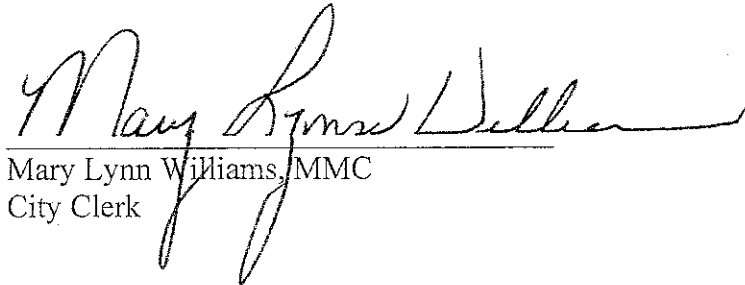
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 19<sup>th</sup> day of June, 2017.

A handwritten signature in dark ink, appearing to read 'McMillan', written over a horizontal line.

Michael M. McMillan  
Mayor

ATTEST:

A handwritten signature in dark ink, appearing to read 'Mary Lynn Williams', written over a horizontal line.

Mary Lynn Williams, MMC  
City Clerk

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

TO THE CITY OF SPANISH FORT, ALABAMA:

We, the undersigned, Jonathan Charest and Ashlie Charest (the Petitioners), constituting all of the owners of the hereinafter described property, do hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the City of Spanish Fort in accordance with Ala. Code §11-42-20 through §11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioners submit and show the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

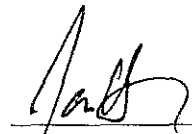
2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioners hereby certify that they are the sole owners of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioners hereby represent and certify that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioners represent and certify that all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, and in the event any portion of said property does lie within the police jurisdiction of another municipality, the Petitioners hereby represent and certify that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioners do hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioners have hereunto set their hands and seals on this the 17 day of May, 2017.



Jonathan Charest  
Petitioner



Ashlie Charest  
Petitioner



STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Ann H. Tobias, a Notary Public, in and for said County in said State, hereby certify that **Jonathan Charest**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the date the same bears date.

Given under my hand and seal this 17<sup>th</sup> day of May, 2017.

Ann H. Tobias  
Notary Public, Baldwin County, Alabama  
My Commission Expires:  
**Ann H. Tobias, Notary Public**  
**Alabama State at Large**  
**My Commission Expires 3/31/2020**

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Ann H. Tobias, a Notary Public, in and for said County in said State, hereby certify that **Ashlie Charest**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date the same bears date.

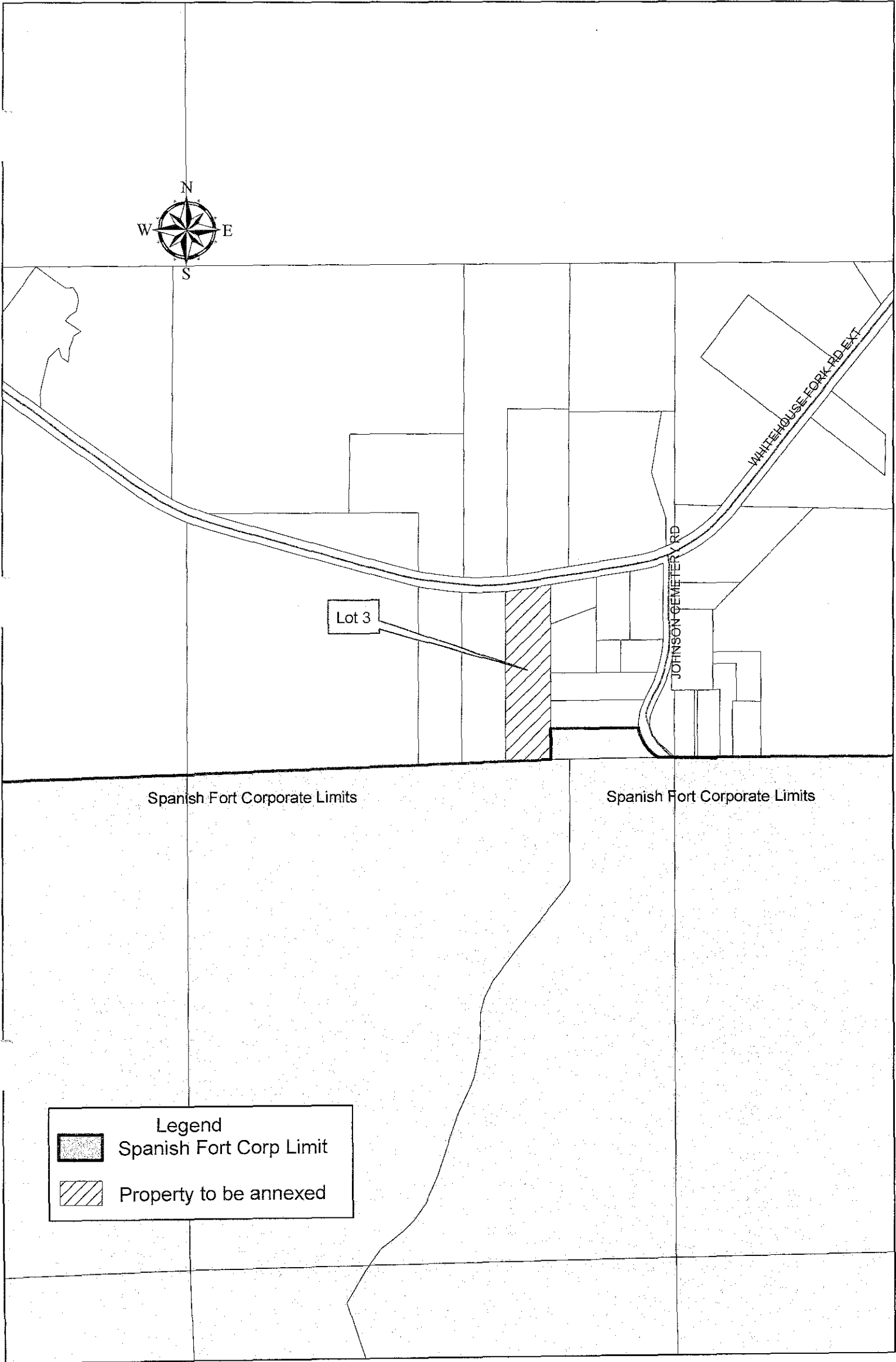
Given under my hand and seal this 17<sup>th</sup> day of May, 2017.

Ann H. Tobias  
Notary Public, Baldwin County, Alabama  
My Commission Expires: P  
**Ann H. Tobias, Notary Public**  
**Alabama State at Large**  
**My Commission Expires 3/31/2020**

EXHIBIT A

Lot 3, Whitehouse Creek Acres Subdivision, being a subdivision as per map of plat thereof on file and of record in the Office of the Judge of Probate of Baldwin County, Alabama, in Slide 1262-B.

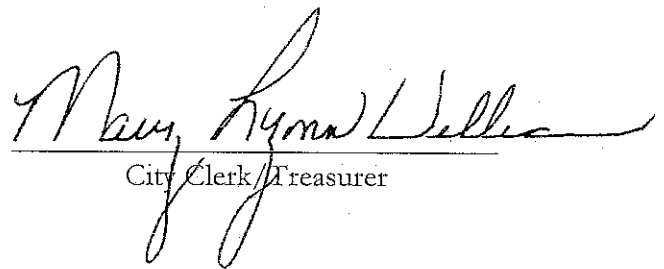
Exhibit B



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on *June 20, 2017*, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer

## **ORDINANCE NO. 523-2017**

### **AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 26<sup>th</sup> day of May, 2017, Jared Douglas and Amy Walker Douglas, the owners of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signatures of the owners of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owners of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

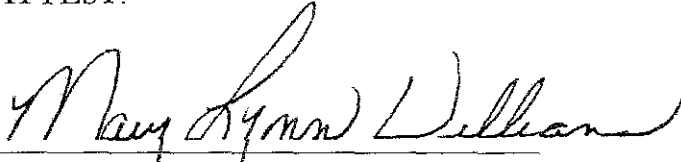
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 19<sup>th</sup> day of June, 2017.



Michael M. McMillan  
Mayor

ATTEST:



Mary Lynn Williams, MMC  
City Clerk

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

TO THE CITY OF SPANISH FORT, ALABAMA:

We, the undersigned, Jared Douglas and Amy Walker Douglas (the Petitioners), constituting all of the owners of the hereinafter described property, do hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the City of Spanish Fort in accordance with Ala. Code §11-42-20 through §11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioners submit and show the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.


2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.


3. The undersigned Petitioners hereby certify that they are the sole owners of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioners hereby represent and certify that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioners represent and certify that all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, and in the event any portion of said property does lie within the police jurisdiction of another municipality, the Petitioners hereby represent and certify that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioners do hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioners have hereunto set their hands and seals on this the 21<sup>st</sup> day of MAY, 2017.

  
Jared Douglas  
Petitioner

  
Amy Walker Douglas  
Petitioner

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Lyndsey Paige Cooper, a Notary Public, in and for said County in said State, hereby certify that Jared Douglas, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the date the same bears date.

Given under my hand and seal this 26 day of May, 2017.

Lyndsey Paige Cooper  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 09/05/2018

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Lyndsey Paige Cooper, a Notary Public, in and for said County in said State, hereby certify that Amy Walker Douglas, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date the same bears date.

Given under my hand and seal this 26 day of May, 2017.

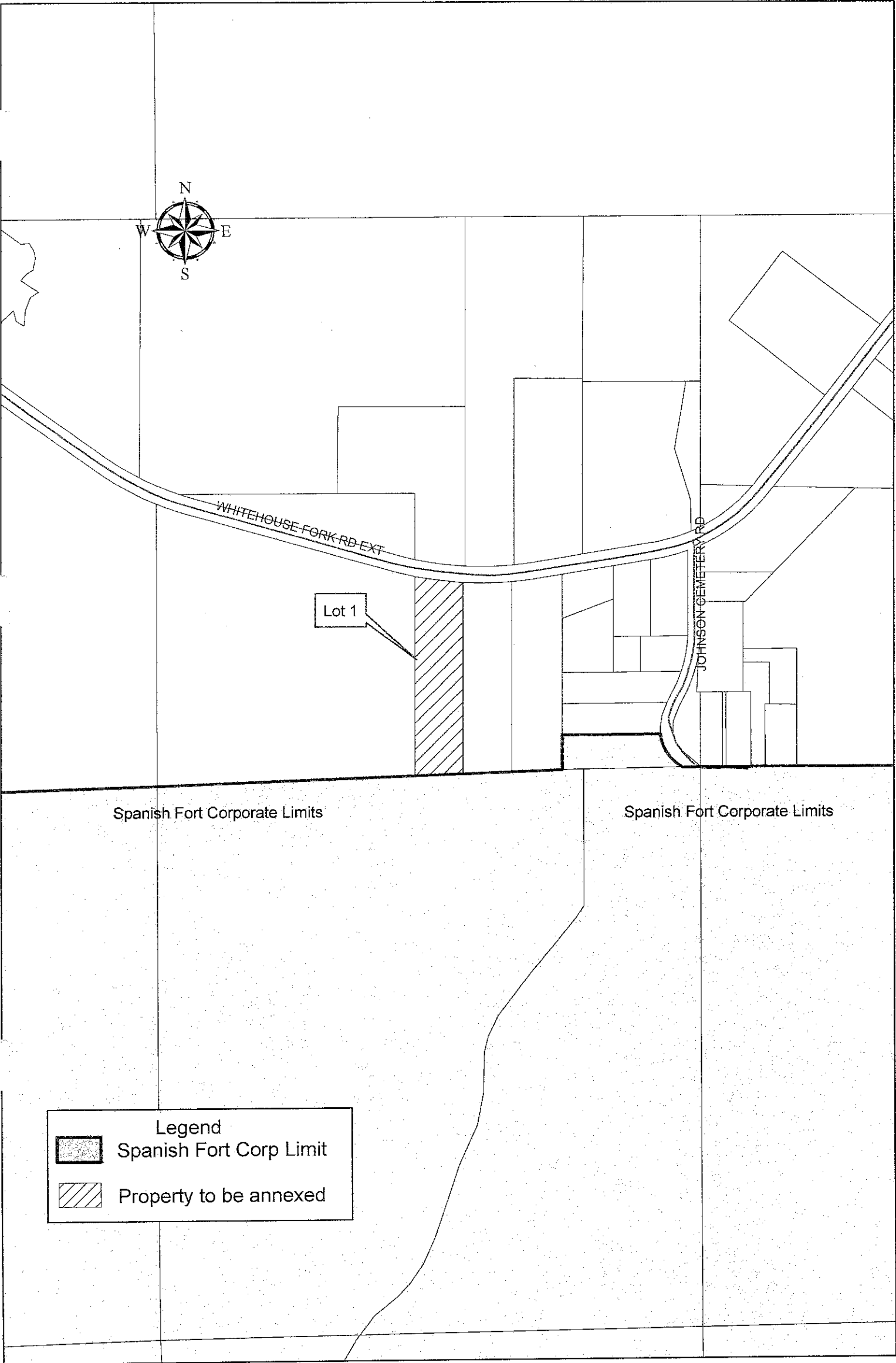
Lyndsey Paige Cooper  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 09/05/2018



EXHIBIT A

Lot 1, Whitehouse Creek Acres, according to Plat thereof recorded on Slide 1262-B, of the Records in the Office of the Judge of Probate of Baldwin County, Alabama.

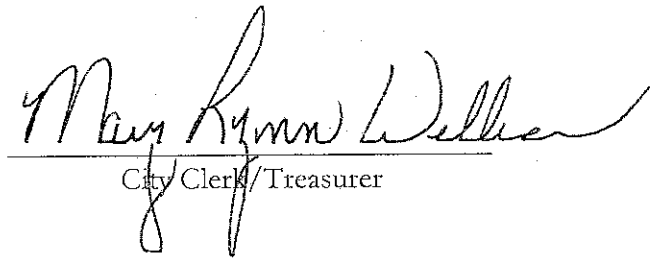
Exhibit B



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on *June 20, 2017*, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
\_\_\_\_\_  
City Clerk/Treasurer

## ORDINANCE NO. 551-2019

### AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, on the 16<sup>th</sup> day of *December, 2019*, Danny Pierce as a member of the Board of Directors, representative and agent for *SAVANNAH WOODS PHASE II OWNERS ASSOCIATION, INC.*, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

WHEREAS, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

WHEREAS, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

WHEREAS, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

#### SECTION 1. Consent to Annexation.

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### SECTION 2. Filing in Probate Court.

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### SECTION 3. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

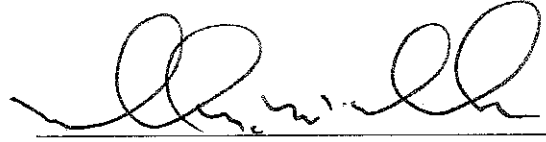
#### SECTION 4. Severability Clause.

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 5. Effective Date.


This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 7<sup>th</sup> day of January, 2020.



Michael M. McMillan  
Mayor

ATTEST:

  
\_\_\_\_\_  
Mary Lynn Williams, MMC  
City Clerk

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Danny Pierce, acting in my capacity as a member of the Board of Directors, representative and agent for Savannah Woods Phase II Owners Association, Inc., AN Alabama non-profit corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby execute on behalf of the said Petitioner and file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.
2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.
3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.
4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the *16<sup>th</sup>* day of *December*, 2019.

Savannah Woods Phase II Owners Association, Inc.,  
an Alabama non-profit corporation  
Petitioner

By: \_\_\_\_\_

Danny Pierce

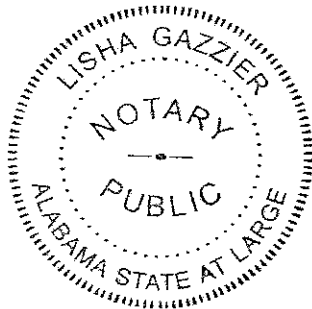
As Member of the Board of Directors, Representative and  
Agent

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Lisha Gazzier, a Notary Public, in and for said County in said State, hereby certify that Danny Pierce, whose name as member of the Board of Directors, representative and agent for Savannah Woods Phase II Owners Association, Inc., an Alabama non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 16<sup>th</sup> day of December, 2019.



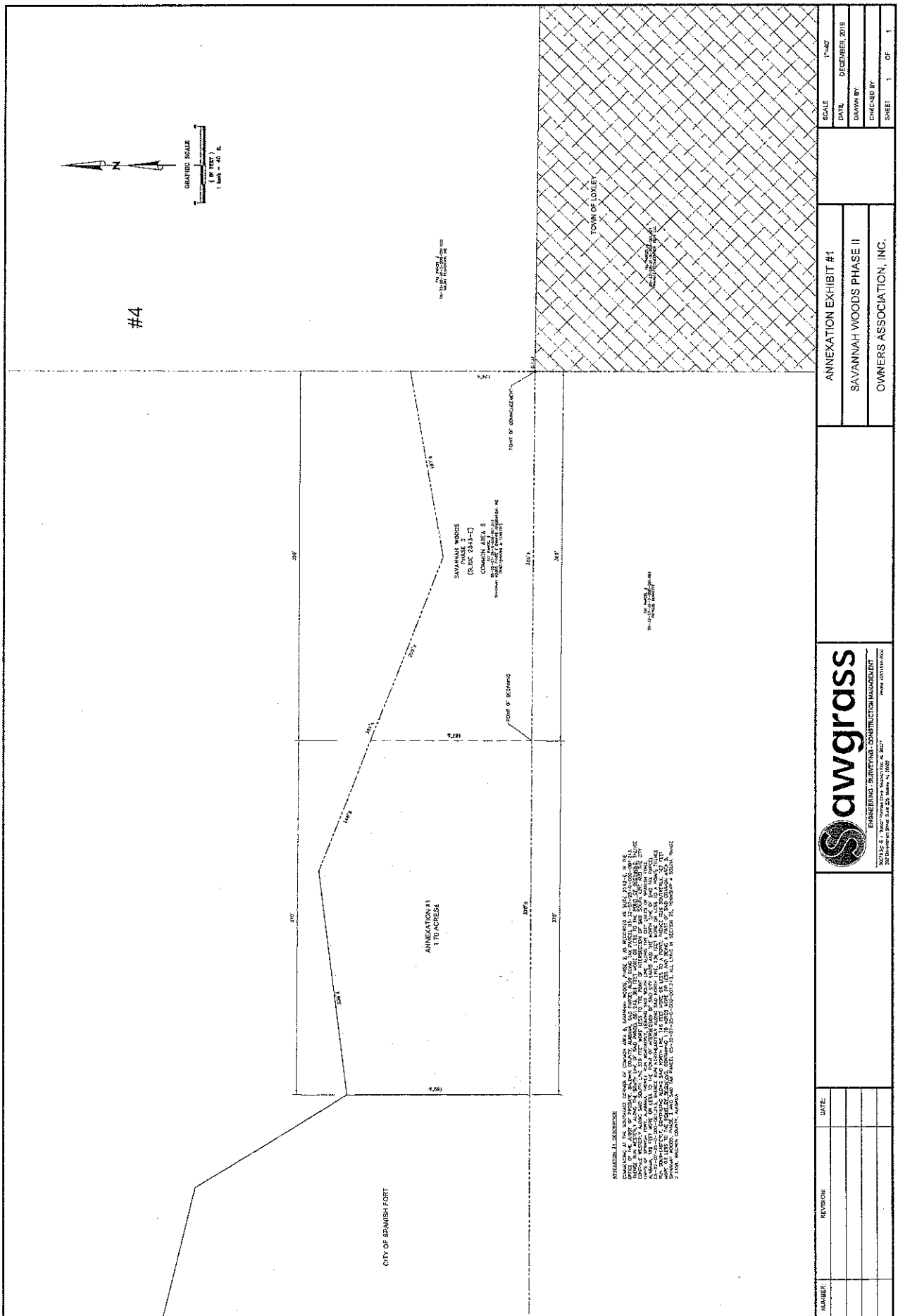
Lisha Gazzier  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 3/14/22

Exhibit A

**LEGAL DESCRIPTION**

COMMENCING AT THE SOUTHEAST CORNER OF COMMON AREA 5, SAVANNAH WOODS, PHASE 2, AS RECORDED AS SLIDE 2543-E, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, SAID PARCEL ALSO BEING TAX PARCEL 05-32-07-25-0-000-001.243; THENCE RUN WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL 001.243, 386 FEET MORE OR LESS TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG SAID SOUTH LINE 370 FEET MORE OR LESS TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE CITY LIMITS OF SPANISH FORT, ALABAMA; THENCE RUN NORTHERLY, LEAVING SAID SOUTH LINE, ALONG THE CITY LIMITS OF SPANISH FORT, ALABAMA, 189 FEET MORE OR LESS TO THE POINT OF INTERSECTION OF SAID CITY LIMITS AND THE NORTH LINE OF SAID TAX PARCEL 05-32-07-25-0-000-001.243; THENCE RUN NORTHEASTERLY ALONG SAID NORTH LINE, 236 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTHEASTERLY, CONTINUING ALONG SAID NORTH LINE, 146 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTHERLY, 167 FEET MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 1.70 ACRES MORE OR LESS AND BEING A PART OF SAID COMMON AREA 5, SAVANNAH WOODS, PHASE 2 AND SAID TAX PARCEL 05-32-07-25-0-000-001.243, ALL LYING IN SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

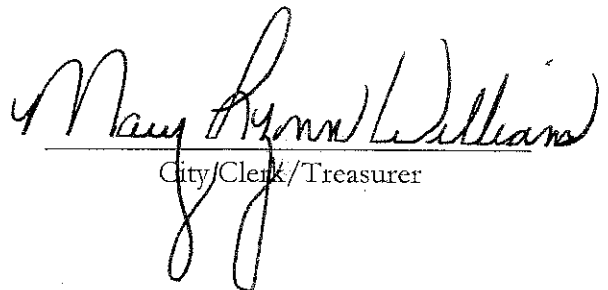




## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on *January 8, 2020*, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
\_\_\_\_\_  
City Clerk/Treasurer

**ORDINANCE NO. 554-2020**

**AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

**WHEREAS**, on the 3<sup>rd</sup> day of February, 2020, Judith Barnes, the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

**SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owners of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

**SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

**SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

**SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

**SECTION 5. Effective Date.**

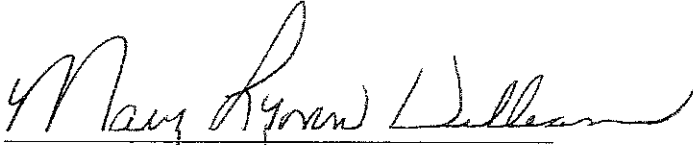
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 17<sup>th</sup> day of February, 2020.



Michael M. McMillan  
Mayor

ATTEST:



Mary Lynn Williams MMC  
City Clerk

Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, the undersigned, Judith Barnes (the Petitioner), the owner of the hereinafter described property, did hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the City of Spanish Fort in accordance with Ala. Code §11-42-20 through §11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certify that she is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represent and certify that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, and in the event any portion of said property does lie within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner hereby requests that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

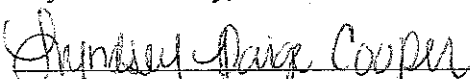
IN WITNESS WHEREOF, the undersigned Petitioner has hereunto set her hand and seal on this the 3<sup>rd</sup> day of February, 2020.

  
Judith Barnes  
Petitioner

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Lyndsey Paige Cooper, a Notary Public, in and for said County in said State, hereby certify that Judith Barnes, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date the same bears date.

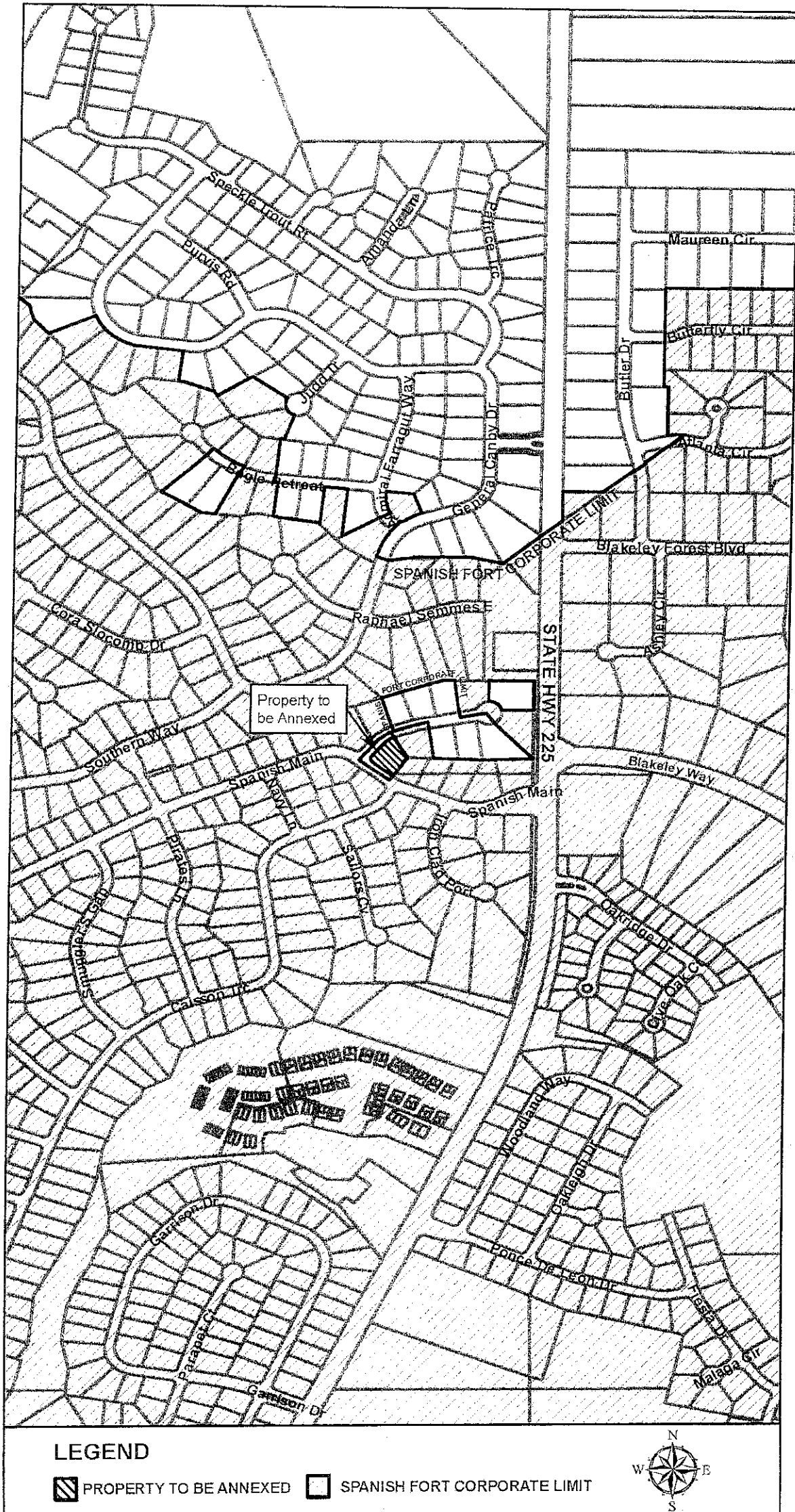
Given under my hand and seal this 3<sup>rd</sup> day of February, 2020.

  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 11/02/2022

## EXHIBIT A

Lot 14, Spanish Fort Estates, Sixteenth Addition, as recorded on Slide No. 1327-A in the Office of the Judge of Probate of Baldwin County, Alabama.

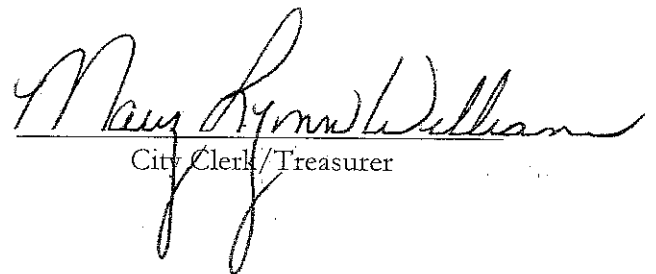
# EXHIBIT B



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on *February 18, 2020*, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
City Clerk/Treasurer



## ORDINANCE NO. 555-2020

### AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, on the 3<sup>rd</sup> day of *February, 2020*, Danny Pierce as a member of the Board of Directors, representative and agent for *SAVANNAH WOODS PHASE II OWNERS ASSOCIATION, INC.*, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

WHEREAS, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

WHEREAS, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

WHEREAS, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

#### SECTION 1. Consent to Annexation.

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### SECTION 2. Filing in Probate Court.

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### SECTION 3. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

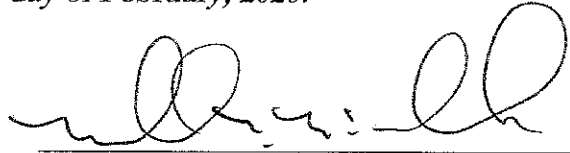
#### SECTION 4. Severability Clause.

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

**SECTION 5. Effective Date.**

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

**ADOPTED AND APPROVED** this 17<sup>th</sup> day of February, 2020.



Michael M. McMillan  
Mayor

**ATTEST:**



Mary Lynn Williams, MMC  
City Clerk

Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Danny Pierce, acting in my capacity as a member of the Board of Directors, representative and agent for Savannah Woods Phase II Owners Association, Inc., an Alabama non-profit corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby execute on behalf of the said Petitioner and file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

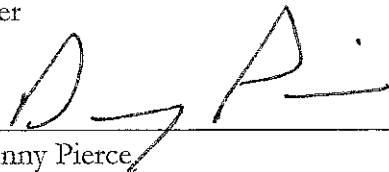
3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 3<sup>rd</sup> day of February, 2020.

Savannah Woods Phase II Owners Association, Inc.,  
an Alabama non-profit corporation  
Petitioner

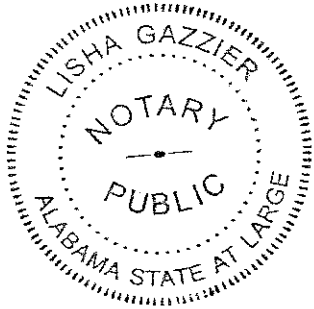
By:   
Danny Pierce  
As Member of the Board of Directors, Representative and  
Agent

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Lisha Gazzier, a Notary Public, in and for said County in said State, hereby certify that Danny Pierce, whose name as member of the Board of Directors, representative and agent for Savannah Woods Phase II Owners Association, Inc., an Alabama non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 3<sup>rd</sup> day of February, 2020.



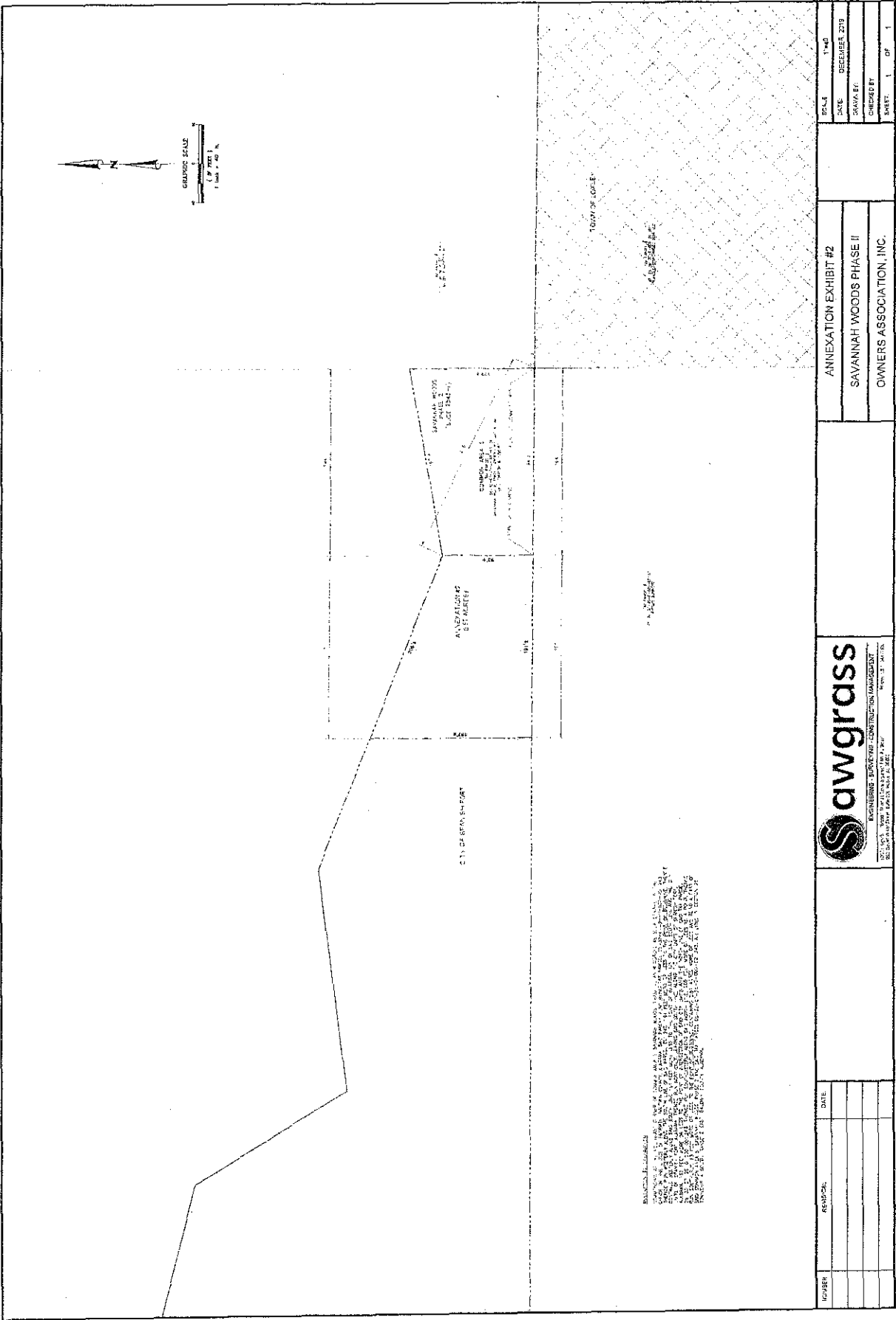
Lisha Gazzier  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 3-19-22

## Exhibit A

### LEGAL DESCRIPTION

COMMENCING AT THE SOUTHEAST CORNER OF COMMON AREA 5, SAVANNAH WOODS, PHASE 2, AS RECORDED AS SLIDE 2543-E, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, SAID PARCEL ALSO BEING TAX PARCEL 05-32-07-25-0-000-001.243; THENCE RUN WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL 001.243, 194 FEET MORE OR LESS TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG SAID SOUTH LINE 191 FEET MORE LESS TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE CITY LIMITS OF SPANISH FORT, ALABAMA; THENCE RUN NORTHERLY, LEAVING SAID SOUTH LINE, ALONG THE CITY LIMITS OF SPANISH FORT, ALABAMA, 167 FEET MORE OR LESS TO THE POINT OF INTERSECTION OF SAID CITY LIMITS AND THE NORTH LINE OF SAID TAX PARCEL 05-32-07-25-0-000-001.243; THENCE RUN SOUTHEASTERLY ALONG SAID NORTH LINE, 205 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTHERLY, 93 FEET MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 0.57 ACRES MORE OR LESS AND BEING A PART OF SAID COMMON AREA 5, SAVANNAH WOODS, PHASE 2 AND SAID TAX PARCEL 05-32-07-25-0-000-001.243, ALL LYING IN SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

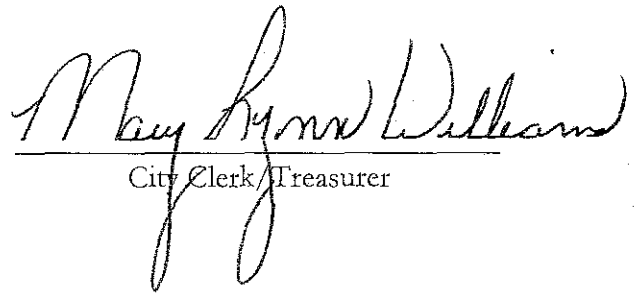
Exhibit B



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on *February 18, 2020*, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
\_\_\_\_\_  
City Clerk/Treasurer

## ORDINANCE NO. 561-2020

### AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, on the 3<sup>rd</sup> day of *April, 2020*, Danny Pierce as a member of the Board of Directors, representative and agent for **SAVANNAH WOODS PHASE II OWNERS ASSOCIATION, INC.**, being the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

WHEREAS, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

WHEREAS, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

WHEREAS, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

#### SECTION 1. Consent to Annexation.

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### SECTION 2. Filing in Probate Court.

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### SECTION 3. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

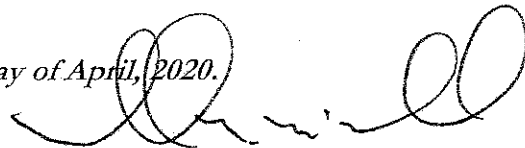
#### SECTION 4. Severability Clause.

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### SECTION 5. Effective Date.

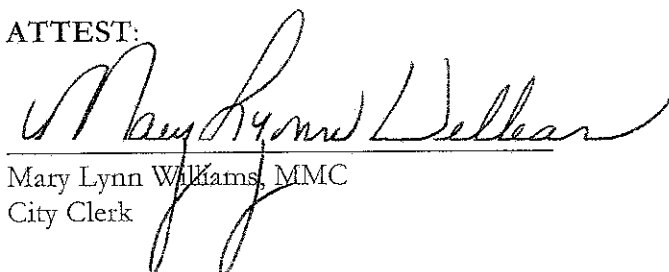
This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 20<sup>th</sup> day of April, 2020.



Michael M. McMillan  
Mayor

ATTEST:



Mary Lynn Williams, MMC  
City Clerk



Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

TO THE CITY OF SPANISH FORT, ALABAMA:

I, Danny Pierce, acting in my capacity as a member of the Board of Directors, representative and agent for Savannah Woods Phase II Owners Association, Inc., an Alabama non-profit corporation (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby execute on behalf of the said Petitioner and file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 6TH day of April, 2020.

Savannah Woods Phase II Owners Association, Inc.,  
an Alabama non-profit corporation  
Petitioner

By: \_\_\_\_\_

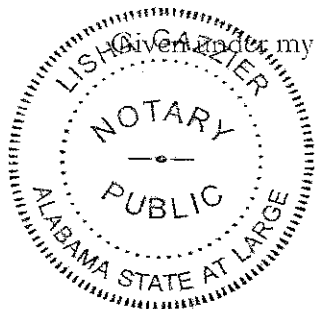
Danny Pierce

As Member of the Board of Directors, Representative and  
Agent

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Lisha Gazzier, a Notary Public, in and for said County in said State, hereby certify that Danny Pierce, whose name as member of the Board of Directors, representative and agent for Savannah Woods Phase II Owners Association, Inc., an Alabama non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.



Given under my hand and seal this 1<sup>st</sup> day of April, 2020.

Lisha Gazzier  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 3-19-22

Exhibit A

LEGAL DESCRIPTION

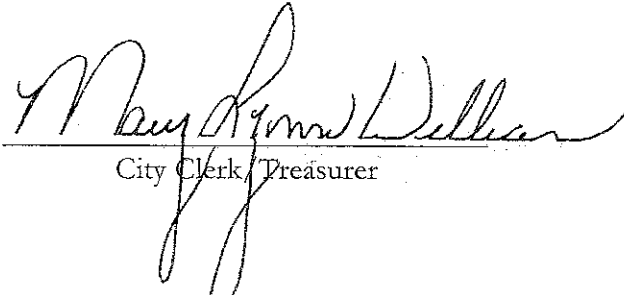
COMMENCING AT THE SOUTHEAST CORNER OF COMMON AREA 5, SAVANNAH WOODS, PHASE 2, AS RECORDED AS SLIDE 2543-E, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, SAID PARCEL ALSO BEING TAX PARCEL 05-32-07-25-0-000-001.243; THENCE RUN WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL 001.243, 104 FEET MORE OR LESS TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG SAID SOUTH LINE 90 FEET MORE OR LESS TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE CITY LIMITS OF SPANISH FORT, ALABAMA; THENCE RUN NORTHERLY, LEAVING SAID SOUTH LINE, ALONG THE CITY LIMITS OF SPANISH FORT, ALABAMA, 93 FEET MORE OR LESS TO THE POINT OF INTERSECTION OF SAID CITY LIMITS AND THE NORTH LINE OF SAID TAX PARCEL 05-32-07-25-0-000-001.243; THENCE RUN NORTHEASTERLY ALONG SAID NORTH LINE, 91 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTHERLY, 110 FEET MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 0.21 ACRES MORE OR LESS AND BEING A PART OF SAID COMMON AREA 5, SAVANNAH WOODS, PHASE 2 AND SAID TAX PARCEL 05-32-07-25-0-000-001.243, ALL LYING IN SECTION 25, TOWNSHIP 4SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA



## CERTIFICATE AS TO PUBLICATION

I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on *April 21, 2020*, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
\_\_\_\_\_  
City Clerk/Treasurer

## ORDINANCE NO. 557-2020

### AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

**WHEREAS**, on the *13<sup>th</sup>* day of *February, 2020*, Michael Beasley and Frances Beasley, the owners of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

**WHEREAS**, said petition contained a description of the subject property, the signatures of the owners of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

**WHEREAS**, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Consent to Annexation.**

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owners of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

#### **SECTION 2. Filing in Probate Court.**

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

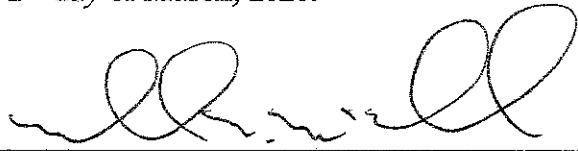
#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

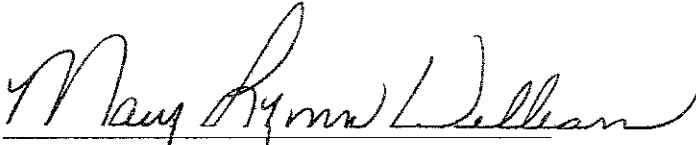
ADOPTED AND APPROVED this 2<sup>nd</sup> day of March, 2020.



---

Michael M. McMillan  
Mayor

ATTEST:



---

Mary Lynn Williams, MMC  
City Clerk

Exhibit 1

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO  
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

TO THE CITY OF SPANISH FORT, ALABAMA:

We, the undersigned, Michael Beasley and Frances Beasley, (the Petitioners), constituting all of the owners of the hereinafter described property, do hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the City of Spanish Fort in accordance with Ala. Code §11-42-20 through §11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioners submit and show the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

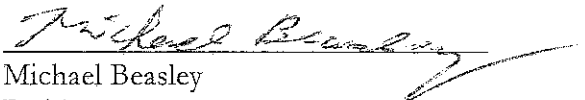
2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.


3. The undersigned Petitioners hereby certify that they are the sole owners of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioners hereby represent and certify that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioners represent and certify that all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, and in the event any portion of said property does lie within the police jurisdiction of another municipality, the Petitioners hereby represent and certify that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioners do hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioners have hereunto set their hands and seals on this the 13 day of February, 2020.

  
Michael Beasley  
Petitioner

  
Frances Beasley  
Petitioner



STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Lyndsey Paige Cooper, a Notary Public, in and for said County in said State, hereby certify that **Michael Beasley**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the date the same bears date.

Given under my hand and seal this 13 day of February, 2020.

Lyndsey Paige Cooper  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 11/02/2022

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Lyndsey Paige Cooper, a Notary Public, in and for said County in said State, hereby certify that **Frances Beasley**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date the same bears date.

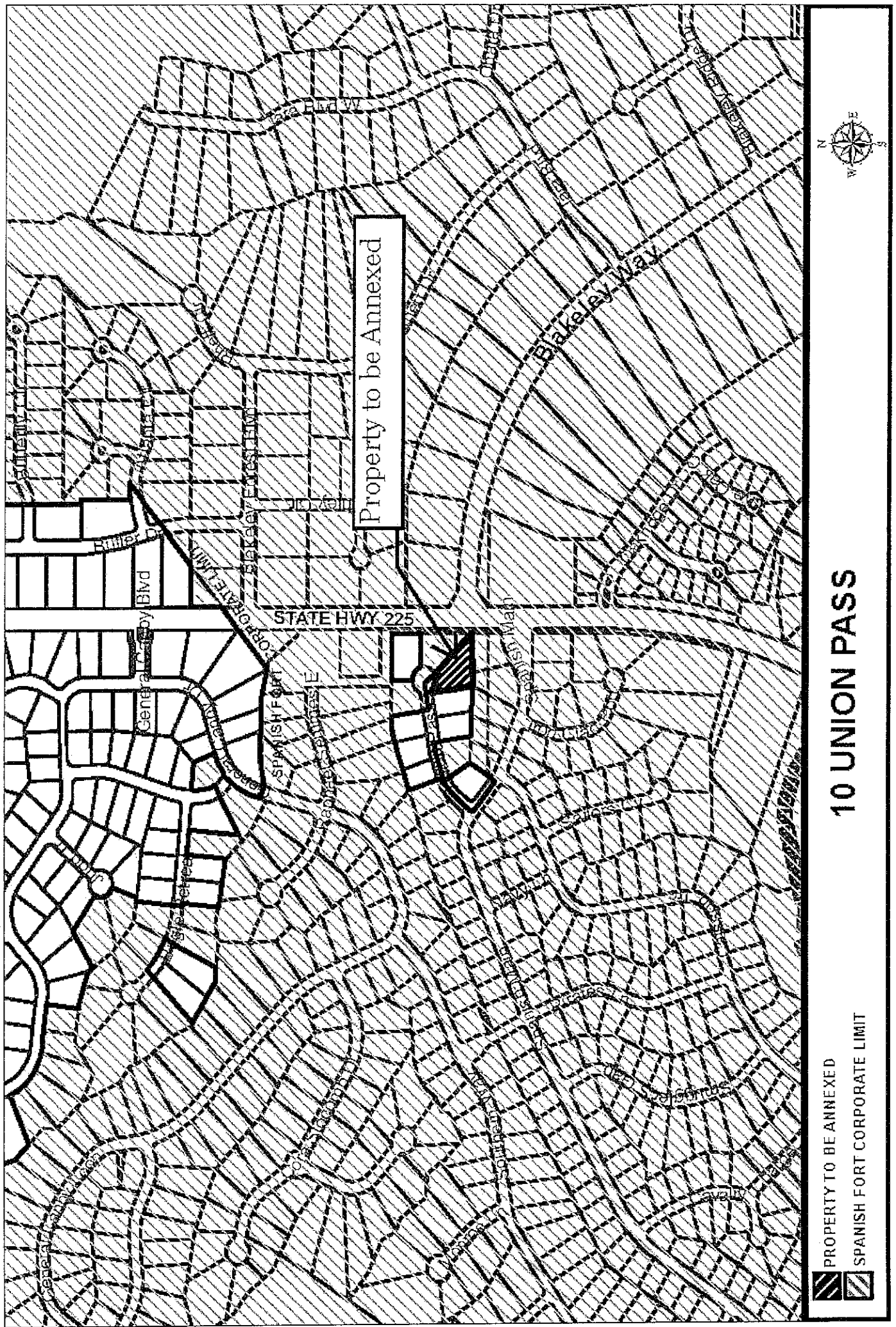
Given under my hand and seal this 13 day of February, 2020.

Lyndsey Paige Cooper  
Notary Public, Baldwin County, Alabama  
My Commission Expires:

## EXHIBIT A

Lot 10, Spanish Fort Estates, Sixteenth Addition, according to plat thereof as recorded in Slide 1327-A of the records in the Office of the Judge of Probate of Baldwin County, Alabama.

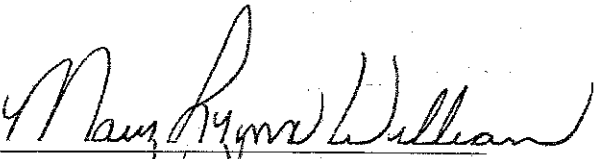
Exhibit B



## CERTIFICATE AS TO PUBLICATION

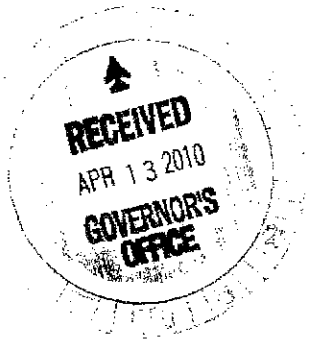
I, the undersigned City Clerk of the City of Spanish Fort, Alabama, hereby certify that the foregoing Ordinance was published by me by posting thereof on *March 3, 2020*, in not less than four public places within the corporate limits of the City of Spanish Fort, to wit: **Spanish Fort City Hall, Spanish Fort Post Office, Spanish Fort Water System, Inc. Office, and business Papa John's**, and each of said copies remained continuously so posted for a period of not less than five consecutive days.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of the City of Spanish Fort, Alabama.

  
\_\_\_\_\_  
City Clerk/Treasurer

ACT No. 2010 - 543

1 HB770  
2 120497-2  
3 By Representatives Davis, McMillan, Faust and Shiver (N & P)  
4 RFD: Baldwin County Legislation  
5 First Read: 25-MAR-10



ENROLLED, An Act,

To alter or rearrange the boundary lines and corporate limits of the City of Spanish Fort in Baldwin County, Alabama, so as to include within the corporate limits of said City all territory now within the corporate limits of said City and also certain other territory.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. The boundary lines and corporate limits of the City of Spanish Fort in Baldwin County, Alabama, be, and the same are hereby altered, extended, rearranged and redefined so as to include within the corporate limits of the City of Spanish Fort all of the territory presently contained within the corporate limits and boundaries of the City and the following described territory, to-wit:

PARCEL A:

THE FOLLOWING LANDS SITUATED IN TOWNSHIP 4 SOUTH, RANGE 2 EAST, ST. STEPHENS MERIDIAN, BALDWIN COUNTY, ALABAMA:

SECTION 1

ENTIRE SECTION.

SECTION 2

ENTIRE SECTION, LESS AND EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE IN A NORTHERLY DIRECTION

1 ALONG THE WEST BOUNDARY OF SAID NORTHEAST QUARTER OF SECTION  
2 2, A DISTANCE OF 1,000.00 FEET; THENCE TURNING AN ANGLE OF 90  
3 DEGREES AND 05 MINUTES TO THE RIGHT IN AN EASTERLY DIRECTION  
4 750.0 FEET TO POINT OF BEGINNING OF BOUNDARY OF TRACT OF LAND  
5 HEREIN EXCEPTED; THENCE CONTINUING IN AN EASTERLY DIRECTION  
6 ALONG A PROJECTION OF THE LAST DESCRIBED COURSE 208.71 FEET;  
7 THENCE TURNING AN ANGLE OF 90 DEGREES AND 00 MINUTES TO THE  
8 RIGHT IN A SOUTHERLY DIRECTION 208.71 FEET; THENCE TURNING AN  
9 ANGLE OF 90 DEGREES AND 00 MINUTES TO THE RIGHT IN A WESTERLY  
10 DIRECTION 208.71 FEET; THENCE TURNING AN ANGLE OF 90 DEGREES  
11 AND 00 MINUTES TO THE RIGHT IN A NORTHERLY DIRECTION 208.71  
12 FEET TO THE POINT OF BEGINNING.

13 SECTION 3

14 THE SOUTH HALF; THE SOUTHEAST QUARTER OF THE  
15 NORTHEAST QUARTER; THE WEST HALF OF THE NORTHWEST QUARTER OF  
16 THE NORTHEAST QUARTER; THE EAST HALF OF THE NORTHWEST QUARTER;  
17 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER.

18 SECTION 4

19 THE NORTHEAST QUARTER LYING EAST OF THE CENTERLINE  
20 OF BAY MINETTE CREEK; AND THE NORTHEAST QUARTER OF THE  
21 SOUTHEAST QUARTER.

22 SECTION 11

23 ENTIRE SECTION.

24 SECTION 12

1 THE WEST HALF; THE NORTHEAST QUARTER; AND THE WEST  
2 HALF OF THE SOUTHEAST QUARTER.

3 SECTION 13

4 THE NORTHWEST QUARTER; THE WEST HALF OF THE  
5 SOUTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE SOUTHWEST  
6 QUARTER; THE WEST HALF OF THE NORTHEAST QUARTER; AND THE  
7 SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER.

8 THE FOLLOWING LANDS SITUATED IN TOWNSHIP 3 SOUTH,  
9 RANGE 2 EAST, ST. STEPHENS MERIDIAN, BALDWIN COUNTY, ALABAMA:

10 SECTION 12

11 THE EAST HALF OF THE SOUTHEAST QUARTER; THE EAST  
12 HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE  
13 SOUTHEAST QUARTER; AND THE EAST HALF OF THE EAST HALF OF THE  
14 SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER.

15 SECTION 13

16 THE EAST HALF; AND THE SOUTH HALF OF THE SOUTHWEST  
17 QUARTER, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF  
18 LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF  
19 SECTION 13; STARTING AT THE NORTHWEST CORNER OF NORTHEAST  
20 QUARTER OF SAID SECTION RUNNING THENCE EAST 8.50 CHAINS FOR A  
21 BEGINNING CORNER, THENCE SOUTH 11.50 CHAINS TO A STAKE, THENCE  
22 EAST 4.35 CHAINS TO A CORNER, THENCE NORTH 11.50 CHAINS TO A  
23 CORNER, THENCE WEST 4.35 CHAINS TO THE PLACE OF BEGINNING,  
24 SAID EXCEPTION CONTAINING FIVE ACRES, MORE OR LESS.

25 SECTION 14



1 THE WEST HALF OF THE SOUTHEAST QUARTER.  
2 SECTION 22  
3 THE SOUTHEAST QUARTER.  
4 SECTION 23  
5 ENTIRE SECTION.  
6 SECTION 24  
7 ENTIRE SECTION.  
8 SECTION 25  
9 THE NORTH HALF; AND THE SOUTHEAST QUARTER.  
10 SECTION 26  
11 THE NORTH HALF; AND ALL THAT PART OF THE NORTHWEST  
12 QUARTER OF THE SOUTHWEST QUARTER LYING NORTH OF BAY MINETTE  
13 CREEK.  
14 SECTION 27  
15 THE NORTHEAST QUARTER; ALL OF THE NORTH HALF OF THE  
16 SOUTHEAST QUARTER WHICH LIES NORTH AND WEST OF BAY MINETTE  
17 CREEK; AND ALL OF THE SOUTHWEST QUARTER OF THE SOUTHEAST  
18 QUARTER WHICH LIES NORTH AND WEST OF BAY MINETTE CREEK.  
19 SECTION 34  
20 THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE  
21 WEST HALF OF THE SOUTHEAST QUARTER; THE EAST HALF OF THE  
22 SOUTHWEST QUARTER; AND THE FOLLOWING DESCRIBED PARCELS:  
23 PARCEL 1: COMMENCE AT SOUTHEAST CORNER OF SECTION  
24 34, TOWNSHIP 3 SOUTH, RANGE 2 EAST, ST. STEPHENS MERIDIAN,  
25 BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89° 51' 28" WEST,

1 ALONG THE SOUTH LINE OF SAID SECTION, 1331.86 FEET TO A POINT;  
2 THENCE RUN NORTH 00° 03' 55" WEST, 235.93 FEET TO A POINT ON  
3 THE NORTHERN RIGHT OF WAY OF BROMLEY ROAD, ALSO BEING THE  
4 POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN  
5 NORTH 00° 03' 55" WEST, 2251.03 FEET TO A POINT; THENCE RUN  
6 SOUTH 89° 40' 36" EAST, 636.84 FEET TO A POINT; THENCE RUN  
7 SOUTH 00° 28' 38" EAST, 2163.93 FEET TO A POINT ON THE NORTH  
8 RIGHT OF WAY OF SAID ROAD; THENCE RUN SOUTH 81° 07' 36" WEST,  
9 ALONG SAID RIGHT OF WAY, 498.46 FEET TO A POINT; THENCE RUN  
10 SOUTH 87° 36' 02" WEST, ALONG SAID RIGHT OF WAY, 159.93 FEET  
11 TO THE POINT OF BEGINNING.

12 PARCEL 2: COMMENCING AT SOUTHEAST CORNER OF SECTION  
13 34, TOWNSHIP 3 SOUTH, RANGE 2 EAST, ST. STEPHENS MERIDIAN,  
14 BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00° 28' 40" WEST,  
15 ALONG THE EAST LINE OF SAID SECTION 34, 422.10 FEET TO A POINT  
16 ON THE NORTHERN RIGHT OF WAY OF BROMLEY ROAD, ALSO BEING THE  
17 POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN  
18 SOUTH 81° 07' 36" WEST, ALONG SAID RIGHT OF WAY, 684.22 FEET  
19 TO A POINT; THENCE RUN NORTH 00° 28' 38" WEST, 2163.93 FEET TO  
20 A POINT; THENCE RUN SOUTH 89° 40' 36" EAST, 676.95 FEET TO A  
21 POINT ON THE EAST LINE OF SAID SECTION; THENCE RUN SOUTH 00°  
22 28' 38" EAST, ALONG THE EAST LINE OF SAID SECTION 2054.56 FEET  
23 TO THE POINT OF BEGINNING.

24 LESS AND EXCEPT THAT PARCEL CONVEYED BY INSTRUMENT  
25 RECORDED IN REAL PROPERTY BOOK 32, PAGE 924.

SECTION 35

THE SOUTHEAST QUARTER; THE EAST HALF OF THE  
SOUTHWEST QUARTER; AND THE EAST HALF OF THE NORTHEAST QUARTER.

SECTION 36

THE SOUTH HALF; THE SOUTH HALF OF THE NORTH HALF;  
THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; AND THE  
NORTHWEST QUARTER OF THE NORTHWEST QUARTER.

THE FOLLOWING LANDS SITUATED IN TOWNSHIP 3 SOUTH,  
RANGE 3 EAST, ST. STEPHENS MERIDIAN, BALDWIN COUNTY, ALABAMA:

SECTION 4

THAT PORTION OF SECTION 4 DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE BEING THE SOUTHWEST CORNER OF  
SECTION 4, TOWNSHIP 3 SOUTH, RANGE 3 EAST, BALDWIN COUNTY,  
ALABAMA; THENCE RUN NORTH 00 DEGREES 19 MINUTES 12 SECONDS  
WEST, 3300.00 FEET TO A POINT; THENCE RUN NORTH 90 DEGREES 00  
MINUTES 00 SECONDS EAST, 1339.00 FEET TO A POINT; THENCE RUN  
SOUTH 00 DEGREES 19 MINUTES 12 SECONDS EAST, 660.00 FEET TO A  
POINT; THENCE RUN NORTH 89 DEGREES 54 MINUTES 35 SECONDS EAST,  
1339.01 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 11  
MINUTES 37 SECONDS WEST, 1322.81 FEET TO A POINT; THENCE RUN  
SOUTH 89 DEGREES 31 MINUTES 19 SECONDS EAST, 916.18 FEET TO A  
POINT; THENCE RUN SOUTH 01 DEGREES 37 MINUTES 34 SECONDS WEST,  
596.18 FEET TO A POINT; THENCE RUN NORTH 88 DEGREES 16 MINUTES  
08 SECONDS EAST, 778.90 FEET TO A POINT ON THE WEST  
RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 31; THENCE RUN SOUTH 15

DEGREES 19 MINUTES 24 SECONDS EAST ALONG SAID WEST  
 RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 31, 100.00 FEET TO A  
 POINT; THENCE RUN SOUTH 88 DEGREES 16 MINUTES 08 SECONDS WEST,  
 168.00 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 53 MINUTES  
 33 SECONDS EAST, 220.17 FEET TO A POINT; THENCE RUN SOUTH 89  
 DEGREES 51 MINUTES 07 SECONDS WEST, 182.60 FEET TO A POINT;  
 THENCE RUN SOUTH 00 DEGREES 09 MINUTES 10 SECONDS EAST, 417.09  
 FEET TO A POINT; THENCE RUN NORTH 90 DEGREES 00 MINUTES 00  
 SECONDS WEST, 4017.02 FEET TO THE POINT OF BEGINNING.

SECTION 5

ENTIRE SECTION, LESS AND EXCEPT THE NORTHEAST  
 QUARTER OF THE NORTHWEST QUARTER.

SECTION 7

THE SOUTHEAST QUARTER; AND THE NORTHEAST QUARTER OF  
 THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER.

SECTION 8

ENTIRE SECTION.

SECTION 9

THE NORTHEAST QUARTER, LYING WEST OF THE  
 RIGHT-OF-WAY OF U.S. HIGHWAY 31, ALSO BEING STATE HIGHWAY 59.

SECTION 17

THE SOUTHWEST QUARTER; AND THE NORTH HALF, LESS AND  
 EXCEPT THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER.

SECTION 18

ENTIRE SECTION.

## 1 SECTION 19

2 ENTIRE SECTION, LESS AND EXCEPT THAT PARCEL STARTING  
3 AT THE HALF SECTION POST ON THE WEST BOUNDARY LINE OF SECTION  
4 19, TOWNSHIP 3 SOUTH, RANGE 3 EAST, RUN EAST 10 CHAINS; THENCE  
5 NORTH 4 CHAINS FOR A BEGINNING CORNER; THENCE NORTH 10 CHAINS  
6 TO A STAKE; THENCE EAST 10 CHAINS TO A STAKE; THENCE SOUTH 10  
7 CHAINS TO A STAKE; THENCE WEST 10 CHAINS TO THE PLACE OF  
8 BEGINNING, CONTAINING 10 ACRES, MORE OR LESS; SAID EXCEPTED  
9 PARCEL IS MORE PARTICULARLY DESCRIBED BY SURVEY BY GEOGRAPHIC  
10 SOLUTIONS SURVEYING, L.L.C. AS FOLLOWS: COMMENCE AT THE  
11 SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 19,  
12 TOWNSHIP 3 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA;  
13 THENCE NORTH 89° 42' 46" EAST A DISTANCE OF 290.14 FEET TO A  
14 POINT; THENCE NORTH 00° 01' 48" EAST, A DISTANCE OF 185.43  
15 FEET TO A SET 5/8" CAPPED REBAR AT A PAINTED POSSESSION  
16 CORNER; THENCE NORTH 06° 58' 42" WEST ALONG PAINTED POSSESSION  
17 LINE A DISTANCE OF 708.28 FEET TO A SET 5/8" CAPPED REBAR AT A  
18 PAINTED POSSESSION CORNER; THENCE SOUTH 82° 30' 34" EAST ALONG  
19 A PAINTED POSSESSION LINE A DISTANCE OF 1049.11 FEET TO A SET  
20 5/8" CAPPED REBAR AT A PAINTED POSSESSION CORNER; SOUTH 07°  
21 26' 05" EAST ALONG A PAINTED POSSESSION LINE A DISTANCE OF  
22 560.02 FEET TO A FENCE CORNER POST; THENCE SOUTH 89° 23' 18"  
23 WEST ALONG A PAINTED POSSESSION LINE A DISTANCE OF 1026.63  
24 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 14.81  
25 ACRES, MORE OR LESS.

SECTION 20

THE WEST HALF OF THE WEST HALF.

THE FOLLOWING LANDS SITUATED IN TOWNSHIP 2 SOUTH,  
RANGE 3 EAST, ST. STEPHENS MERIDIAN, BALDWIN COUNTY, ALABAMA:

SECTION 32

NORTH HALF OF THE SOUTHWEST QUARTER, LESS AND EXCEPT  
ALL EAST OF BAY MINETTE CREEK; SOUTHWEST QUARTER OF THE  
SOUTHWEST QUARTER; SOUTH HALF OF THE NORTHEAST QUARTER OF THE  
NORTHWEST QUARTER, LESS AND EXCEPT ALL EAST OF BAY MINETTE  
CREEK; AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER,  
LESS AND EXCEPT ALL EAST OF BAY MINETTE CREEK.

PARCEL B:

THE FOLLOWING LANDS SITUATED IN TOWNSHIP 4 SOUTH,  
RANGE 2 EAST, ST. STEPHENS MERIDIAN, BALDWIN COUNTY, ALABAMA:

COMMENCE AT THE NORTHEAST CORNER OF LANDS HERETOFORE  
CONVEYED TO THOMAS M. KILGOAR, AS DESCRIBED IN THAT DEED  
RECORDED AT REAL PROPERTY BOOK 296, PAGE 1792, ET SEQ.,  
PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH, A  
DISTANCE OF 420 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF  
SAID LANDS OF THOMAS M. KILGOAR, AS DESCRIBED IN THAT DEED  
RECORDED AT REAL PROPERTY BOOK 296, PAGE 1792, ET SEQ.,  
PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89  
DEGREES 43 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF  
THE HERETOFORE DESCRIBED LANDS OF THOMAS M. KILGOAR, A  
DISTANCE OF 209.94 FEET, TO THE SOUTHWEST CORNER OF SAID LANDS

1 OF THOMAS M. KILGOAR; THENCE RUN NORTH 02 DEGREES 48 MINUTES  
2 03 SECONDS WEST, ALONG THE WEST LINE OF SAID LANDS OF THOMAS  
3 M. KILGOAR, A DISTANCE OF 106.03 FEET, TO THE SOUTHEAST CORNER  
4 OF LANDS HERETOFORE CONVEYED TO CLIFFORD R. GODWIN, AS  
5 DESCRIBED IN THAT DEED RECORDED AT REAL PROPERTY BOOK 476,  
6 PAGE 1930, ET SEQ., PROBATE RECORDS, BALDWIN COUNTY, ALABAMA;  
7 THENCE RUN NORTH 89 DEGREES 44 MINUTES 05 SECONDS WEST, ALONG  
8 THE HERETOFORE DESCRIBED LANDS OF CLIFFORD R. GODWIN, A  
9 DISTANCE OF 352.03 FEET, TO THE SOUTHWEST CORNER OF SAID LANDS  
10 OF CLIFFORD R. GODWIN; THENCE RUN NORTH 24 DEGREES 11 MINUTES  
11 20 SECONDS WEST, ALONG THE WEST LINE OF LANDS CONVEYED TO  
12 CLIFFORD R. GODWIN, AS DESCRIBED IN THAT DEED RECORDED AT REAL  
13 PROPERTY BOOK 476, PAGE 1930, ET SEQ., PROBATE RECORDS,  
14 BALDWIN COUNTY, ALABAMA AND AT REAL PROPERTY BOOK 793, PAGE  
15 36, ET SEQ., PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A  
16 DISTANCE OF 344.22 FEET, TO THE SOUTH RIGHT-OF-WAY OF U.S.  
17 HIGHWAY NO. 31; THENCE RUN NORTH 89 DEGREES 26 MINUTES 01  
18 SECONDS WEST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID U.S.  
19 HIGHWAY NO. 31, A DISTANCE OF 137.18 FEET, TO THE NORTHEAST  
20 CORNER OF LANDS HERETOFORE CONVEYED TO THOMPSON TRACTOR CO.,  
21 INC., AS DESCRIBED BY THAT DEED RECORDED AT REAL PROPERTY BOOK  
22 285, PAGE 1244, ET SEQ., PROBATE RECORDS, BALDWIN COUNTY,  
23 ALABAMA; THENCE RUN SOUTH 23 DEGREES 58 MINUTES 24 SECONDS  
24 EAST, ALONG THE EAST LINE OF THE HERETOFORE DESCRIBED LANDS OF  
25 THOMPSON TRACTOR CO., INC., A DISTANCE OF 846.14 FEET, TO THE

1 SOUTHEAST CORNER OF SAID LANDS OF THOMPSON TRACTOR CO., INC.;  
2 THENCE RUN NORTH 89 DEGREES 44 MINUTES 34 SECONDS WEST, ALONG  
3 THE SOUTH LINE OF SAID LANDS OF THOMPSON TRACTOR CO., INC., A  
4 DISTANCE OF 677.91 FEET, MORE OR LESS, TO THE NORTHEAST CORNER  
5 OF LANDS HERETOFORE CONVEYED TO TECHNICAL SPECIALTIES, INC.,  
6 AS DESCRIBED IN THAT DEED RECORDED AT REAL PROPERTY BOOK 677,  
7 AT PAGE 1726, ET SEQ., PROBATE RECORDS, BALDWIN COUNTY,  
8 ALABAMA; THENCE RUN SOUTH 16 DEGREES 38 MINUTES 42 SECONDS  
9 EAST, ALONG THE EAST LINE OF THE HERETOFORE DESCRIBED LANDS OF  
10 TECHNICAL SPECIALTIES, INC., A DISTANCE OF 313.40 FEET; THENCE  
11 RUN SOUTH 09 DEGREES 19 MINUTES 10 SECONDS EAST, CONTINUING  
12 ALONG THE EAST LINE OF SAID LANDS OF TECHNICAL SPECIALTIES,  
13 INC., A DISTANCE OF 47.54 FEET, MORE OR LESS, TO THE NORTHEAST  
14 CORNER OF LANDS HERETOFORE CONVEYED TO DOWNTOWN INVESTMENT  
15 PROPERTIES, AS DESCRIBED BY THAT DEED RECORDED AT REAL  
16 PROPERTY BOOK 451, PAGE 1964, ET SEQ., PROBATE RECORDS,  
17 BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 05 DEGREES 07  
18 MINUTES 09 SECONDS EAST, ALONG THE EAST LINE OF THE HERETOFORE  
19 DESCRIBED LANDS OF DOWNTOWN INVESTMENT PROPERTIES, A DISTANCE  
20 OF 159.40 FEET; THENCE RUN SOUTH 27 DEGREES 55 MINUTES 12  
21 SECONDS EAST, CONTINUING ALONG THE EAST LINE OF SAID LANDS OF  
22 DOWNTOWN INVESTMENT PROPERTIES, A DISTANCE OF 153.80 FEET,  
23 MORE OR LESS, TO THE NORTH LINE OF LANDS HERETOFORE CONVEYED  
24 TO JAMES M. WOOTEN AS DESCRIBED IN PARCEL 1 OF THAT DEED  
25 RECORDED AT REAL PROPERTY BOOK 615, PAGE 1064, PROBATE



1 RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES  
2 37 MINUTES 58 SECONDS EAST, ALONG THE NORTH LINE OF THE  
3 HERETOFORE DESCRIBED LANDS OF JAMES M. WOOTEN, A DISTANCE OF 8  
4 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LANDS OF  
5 JAMES M. WOOTEN; THENCE RUN SOUTH 28 DEGREES 02 MINUTES 57  
6 SECONDS EAST, ALONG THE EAST LINE OF SAID LANDS OF JAMES M.  
7 WOOTEN, A DISTANCE OF 283.10 FEET, MORE OR LESS, TO THE  
8 SOUTHEAST CORNER OF SAID LANDS OF JAMES M. WOOTEN; THENCE RUN  
9 NORTH 89 DEGREES 48 MINUTES 52 SECONDS WEST, ALONG THE SOUTH  
10 LINE OF SAID LANDS (PARCEL 1 AND PARCEL 2) OF JAMES M. WOOTEN,  
11 A DISTANCE OF 676.15 FEET, TO THE EAST RIGHT-OF-WAY OF ALABAMA  
12 HIGHWAY NO. 181; THENCE RUN SOUTH 00 DEGREES 20 MINUTES 49  
13 SECONDS WEST, ALONG THE EAST RIGHT-OF-WAY OF ALABAMA HIGHWAY  
14 NO. 181, A DISTANCE OF 1,527.24 FEET, TO THE NORTHWEST CORNER  
15 OF LANDS HERETOFORE CONVEYED TO OTIS SMITH AS RECORDED IN THAT  
16 DEED RECORDED AT REAL PROPERTY BOOK 833, PAGE 1614, ET SEQ.,  
17 PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89  
18 DEGREES 45 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF  
19 THE HERETOFORE DESCRIBED LANDS OF OTIS SMITH, A DISTANCE OF  
20 210.93 FEET, TO THE NORTHEAST CORNER OF SAID LANDS OF OTIS  
21 SMITH; THENCE RUN SOUTH 00 DEGREES 24 MINUTES 14 SECONDS WEST,  
22 ALONG THE EAST LINE OF SAID LANDS OF OTIS SMITH AND THE EAST  
23 LINE OF LANDS CONVEYED TO LONGSPUR, L.P., AS DESCRIBED BY THAT  
24 DEED RECORDED AT REAL PROPERTY BOOK 657, PAGE 1132, ET SEQ.,  
25 PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 399.41

1 FEET, TO THE SOUTHEAST CORNER OF THE HERETOFORE DESCRIBED  
2 LANDS OF LONGSPUR, L.P.; THENCE RUN SOUTH 89 DEGREES 58  
3 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LANDS OF  
4 LONGSPUR, L.P., A DISTANCE OF 189.83 FEET, TO A POINT ON THE  
5 EAST RIGHT-OF-WAY OF ALABAMA HIGHWAY NO. 181; THENCE RUN SOUTH  
6 29 DEGREES 35 MINUTES 40 SECONDS EAST, ALONG THE EAST  
7 RIGHT-OF-WAY OF SAID ALABAMA HIGHWAY NO. 181, A DISTANCE OF  
8 109.82 FEET; THENCE RUN SOUTH 00 DEGREES 21 MINUTES 24 SECONDS  
9 WEST, CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 575.77  
10 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY OF INTERSTATE 10;  
11 THENCE RUN SOUTH 32 DEGREES 19 MINUTES 34 SECONDS EAST, ALONG  
12 THE NORTH RIGHT-OF-WAY OF SAID INTERSTATE 10, A DISTANCE OF  
13 168.94 FEET; THENCE RUN SOUTH 66 DEGREES 34 MINUTES 57 SECONDS  
14 EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE 510.96 FEET, TO THE  
15 SOUTHWEST CORNER OF LANDS HERETOFORE CONVEYED TO SHILLECI  
16 EASTERN SHORE, LLC, AS DESCRIBED BY THAT DEED RECORDED AT  
17 INSTRUMENT NO. 789960 IN THE PROBATE RECORDS, BALDWIN COUNTY,  
18 ALABAMA; THENCE RUN SOUTH 70 DEGREES 46 MINUTES 00 SECONDS  
19 EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY  
20 NO. 10, A DISTANCE OF 238.49 FEET; THENCE RUN SOUTH 85 DEGREES  
21 54 MINUTES 13 SECONDS EAST ALONG SAID NORTH RIGHT-OF-WAY LINE  
22 OF INTERSTATE HIGHWAY NO. 10, A DISTANCE OF 1,889.57 FEET TO A  
23 POINT; THENCE RUN NORTH 25 DEGREES 05 MINUTES 26 SECONDS WEST,  
24 A DISTANCE OF 935.97 FEET TO THE NORTHEAST CORNER OF THE  
25 HERETOFORE DESCRIBED LANDS OF SHILLECI EASTERN SHORE, LLC;

1        THENCE RUN SOUTH 89 DEGREES 48 MINUTES 22 SECONDS EAST ALONG  
2        THE NORTH LINE OF LANDS HERETOFORE CONVEYED TO CHRISTINE T.  
3        MARKS, ET AL., AS DESCRIBED BY THAT DEED RECORDED IN REAL  
4        PROPERTY BOOK 217, PAGE 1654, ET SEQ., PROBATE RECORDS,  
5        BALDWIN COUNTY, ALABAMA, A DISTANCE OF 967.95 FEET, MORE OR  
6        LESS, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE  
7        NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26,  
8        TOWNSHIP 4 SOUTH, RANGE 2 EAST; THENCE RUN NORTH 00 DEGREES 19  
9        MINUTES 28 SECONDS EAST, ALONG THE EAST LINE OF THE WEST  
10       ONE-HALF OF THE WEST ONE-HALF OF THE EAST ONE-HALF OF SAID  
11       SECTION 26, A DISTANCE OF 2,577 FEET, MORE OR LESS, TO A POINT  
12       ON THE SOUTH RIGHT-OF-WAY OF OLD HIGHWAY NO. 31; THENCE RUN  
13       NORTHWESTWARDLY, ALONG THE SOUTH RIGHT-OF-WAY OF SAID OLD  
14       HIGHWAY NO. 31, A DISTANCE OF 197 FEET, MORE OR LESS, TO A  
15       POINT ON THE NORTH LINE OF THE WEST ONE-HALF OF THE SOUTHWEST  
16       QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 4  
17       SOUTH, RANGE 2 EAST; THENCE RUN NORTH 89 DEGREES 48 MINUTES 23  
18       SECONDS WEST, ALONG THE NORTH LINE OF THE WEST ONE-HALF OF THE  
19       SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26,  
20       A DISTANCE OF 471 FEET, MORE OR LESS, TO THE NORTHWEST CORNER  
21       OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST  
22       QUARTER OF SECTION 26; THENCE RUN NORTH 00 DEGREES 19 MINUTES  
23       26 SECONDS EAST, ALONG THE EAST LINE OF THE EAST ONE-HALF OF  
24       THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION  
25       26, A DISTANCE OF 188.04 FEET, MORE OR LESS, TO THE SOUTH

1 RIGHT-OF-WAY OF OLD HIGHWAY NO. 31; THENCE RUN NORTH 67  
2 DEGREES 40 MINUTES 08 SECONDS WEST, ALONG THE SOUTH  
3 RIGHT-OF-WAY OF SAID OLD HIGHWAY NO. 31, A DISTANCE OF 35.71  
4 FEET, TO THE WEST RIGHT-OF-WAY OF SAID OLD HIGHWAY NO. 31;  
5 THENCE RUN NORTH 00 DEGREES 07 MINUTES 04 SECONDS EAST, ALONG  
6 THE WEST RIGHT-OF-WAY OF SAID OLD HIGHWAY NO. 31, A DISTANCE  
7 OF 344.44 FEET, TO THE SOUTHEAST CORNER OF LANDS HERETOFORE  
8 CONVEYED TO THE NEW LIFE ASSEMBLY OF GOD, INC. AS DESCRIBED BY  
9 THAT DEED RECORDED AT INSTRUMENT NO. 619356, PROBATE RECORDS,  
10 BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89 DEGREES 42  
11 MINUTES 58 SECONDS WEST, ALONG THE SOUTH LINE OF THE  
12 HERETOFORE DESCRIBED LANDS OF THE NEW LIFE ASSEMBLY OF GOD,  
13 INC., A DISTANCE OF 399.96 FEET, TO THE SOUTHWEST CORNER OF  
14 THE SAID LANDS OF NEW LIFE ASSEMBLY OF GOD, INC.; THENCE RUN  
15 NORTH 00 DEGREES 06 MINUTES 37 SECONDS EAST, ALONG THE WEST  
16 LINE OF SAID LANDS OF NEW LIFE ASSEMBLY OF GOD, INC., A  
17 DISTANCE OF 762.37 FEET, MORE OR LESS, TO A POINT ON THE SOUTH  
18 RIGHT-OF-WAY OF U.S. HIGHWAY NO. 31; THENCE RUN WEST, ALONG  
19 THE SOUTH RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 31, TO THE  
20 NORTHEAST CORNER OF THE HERETOFORE DESCRIBED LANDS OF THOMAS  
21 M. KILGOAR, THE POINT OF BEGINNING.

22 LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

23 PARCEL 1: ANY PART OF THE ABOVE DESCRIBED LANDS  
24 HERETOFORE CONVEYED TO SHULER BY DEED RECORDED AT REAL

PROPERTY BOOK 392, PAGE 1093, ET. SEQ., PROBATE RECORDS,  
BALDWIN COUNTY, ALABAMA.

PARCEL 2: ANY PART OF THE ABOVE DESCRIBED LANDS  
HERETOFORE CONVEYED TO FUQUA BY DEED RECORDED AT DEED BOOK  
464, PAGE 610, ET. SEQ., PROBATE RECORDS, BALDWIN COUNTY,  
ALABAMA.

PARCEL 3: A 100X100 FOOT CITY OF DAPHNE WATER TANK  
SITE, TO WIT:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26,  
TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA;  
THENCE RUN SOUTH 1682.54 FEET ALONG THE WEST LINE OF SAID  
SECTION 26 TO A POINT; THENCE RUN EAST 29.52 FEET TO A POINT  
ON THE EAST LINE OF COUNTY HIGHWAY 27; THENCE RUN SOUTHWARDLY  
ALONG SAID EAST LINE THE FOLLOWING 4 COURSES; SOUTH 118.90  
FEET; S00°09'37"W, 399.73 FEET; S00°23'20"W, 401.86 FEET;  
S00°03'48"W, 606.66 FEET; THENCE RUN N89°52'37"E 209.43 FEET  
TO A POINT ON THE EAST LINE OF MALBIS BUSINESS PARK, UNIT ONE,  
AS RECORDED ON SLIDE 1183A IN THE OFFICE OF THE JUDGE OF  
PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN ALONG THE  
BOUNDARY OF SAID UNIT ONE THE FOLLOWING 3 COURSES: SOUTH  
200.03 FEET; S00°06'31"E, 200.00 FEET; S89°52'48"W, 189.92  
FEET TO A POINT ON THE AFOREMENTIONED EAST LINE OF COUNTY  
HIGHWAY 27; THENCE RUN S 29°55'02" E, 109.82 FEET ALONG SAID  
EAST LINE TO A POINT; THENCE RUN S00°09'46"W, 191.94 FEET  
CONTINUING ALONG AFORESAID EAST LINE TO A POINT; THENCE RUN

1 EAST 458.88 FEET TO THE POINT OF BEGINNING OF THE PROPERTY  
2 HEREIN DESCRIBED: THENCE RUN NORTH 100.00 FEET TO A POINT;  
3 THENCE RUN EAST 100.00 FEET TO A POINT; THENCE RUN SOUTH  
4 100.00 FEET TO A POINT; THENCE RUN WEST 100.00 FEET TO THE  
5 POINT OF BEGINNING. CONTAINING 0.229 ACRES.

6 (DESCRIPTION COPIED FROM VENDOR'S LIEN DEED RECORDED  
7 AT INSTRUMENT 618030, PROBATE RECORDS, BALDWIN COUNTY,  
8 ALABAMA.)

9 The recording references refer to the records in the  
10 Office of the Judge of Probate of Baldwin County, Alabama,  
11 unless otherwise indicated.

12 Section 2. A map showing the territory to be annexed  
13 is on file in the Office of the Judge of Probate of Baldwin  
14 County, Alabama, and such map is open to the inspection of the  
15 public.

16 Section 3. All territory brought within the  
17 corporate limits of the City of Spanish Fort under the  
18 provisions of this Act shall be subject to the laws and  
19 ordinances of the City, and the City Council shall have and  
20 exercise the same and exclusive jurisdiction over such  
21 territory as is presently exercised over the territory within  
22 the corporate limits of the City.

23 Section 4. The provisions of this Act are severable.  
24 If any part of the Act is declared invalid or

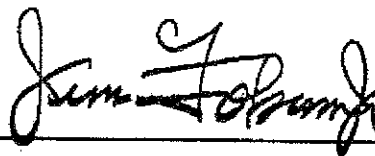
1 unconstitutional, such declaration shall not affect the part  
2 which remains.

3 Section 5. All laws or parts of laws which conflict  
4 with this Act are hereby repealed to the extent of such  
5 conflict.

6 Section 6. This Act shall become effective  
7 immediately upon its passage and approval by the Governor, or  
8 upon its otherwise becoming a law.



Speaker of the House of Representatives



President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in  
and was passed by the House 01-APR-10.

Greg Pappas  
Clerk

Senate

13-APR-10

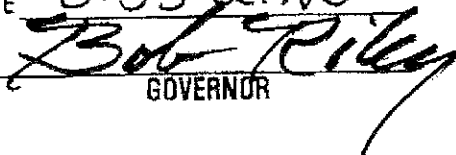
Passed

APPROVED

Apr 17 22, 2010

TIME

8:53 a.m.

  
GOVERNOR

Alabama Secretary Of State

Act Num....: 2010-593

Bill Num....: H-770



ACT #2014-410

1 HB588  
2 159617-2  
3 By Representative Davis (N & P)  
4 RFD: Baldwin County Legislation  
5 First Read: 11-MAR-14



1  
2       ENROLLED, An Act,

3               To alter or rearrange the boundary lines and  
4       corporate limits of the City of Spanish Fort in Baldwin  
5       County, Alabama, so as to include within the corporate limits  
6       of said City all territory now within the corporate limits of  
7       said City and also certain other territory.

8       BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

9               Section 1. The boundary lines and corporate limits  
10      of the City of Spanish Fort in Baldwin County, Alabama, be,  
11      and the same are hereby altered, extended, rearranged and  
12      redefined so as to include within the corporate limits of the  
13      City of Spanish Fort all of the territory presently contained  
14      within the corporate limits and boundaries of the City and the  
15      following described territory, to-wit:

16              ALL OF U.S. HIGHWAY 31 RIGHT-OF-WAY, BEGINNING AT A  
17      POINT ON THE EXISTING CORPORATE LIMITS OF THE CITY OF SPANISH  
18      FORT, ALABAMA, LOCATED AT THE WEST RIGHT-OF-WAY OF WAKEFIELD  
19      DRIVE, WAKEFIELD SUBDIVISION, UNIT ONE, AS SHOWN BY MAP OR  
20      PLAT THEREOF RECORDED AT SLIDE 1293-A, PROBATE RECORDS,  
21      BALDWIN COUNTY, ALABAMA, AND RUNNING THENCE EASTERLY, AND  
22      THENCE NORTHEASTERLY TO THE INTERSECTION OF SAID U.S. HIGHWAY  
23      31 RIGHT-OF-WAY WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE  
24      NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 4  
25      SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA.

1           ALSO DESCRIBED AS:

2           BEGINNING AT A POINT ON THE EXISTING CORPORATE  
3           LIMITS OF THE CITY OF SPANISH FORT, ALABAMA, LOCATED AT THE  
4           POINT OF INTERSECTION OF THE NORTH MARGIN OF U.S. HIGHWAY 31  
5           RIGHT-OF-WAY AND THE WEST RIGHT-OF-WAY MARGIN OF WAKEFIELD  
6           DRIVE, WAKEFIELD SUBDIVISION, UNIT ONE, AS SHOWN BY MAP OR  
7           PLAT THEREOF RECORDED AT SLIDE 1293-A, PROBATE RECORDS,  
8           BALDWIN COUNTY, ALABAMA, AND RUNNING THENCE NORTHEASTERLY,  
9           ALONG THE NORTH MARGIN OF U.S. HIGHWAY 31 RIGHT-OF-WAY, A  
10          DISTANCE OF 2420 FEET, MORE OR LESS, TO THE INTERSECTION OF  
11          THE WEST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 EAST;  
12          THENCE RUNNING EASTERLY, ALONG SAID NORTH MARGIN OF U.S.  
13          HIGHWAY 31 RIGHT-OF-WAY, A DISTANCE OF 5280 FEET, MORE OR  
14          LESS, TO THE INTERSECTION OF THE WEST LINE OF SECTION 23,  
15          TOWNSHIP 4 SOUTH, RANGE 2 EAST; THENCE CONTINUING EASTERLY,  
16          ALONG SAID NORTH MARGIN OF U.S. HIGHWAY 31 RIGHT-OF-WAY, A  
17          DISTANCE OF 5280 FEET, MORE OR LESS, TO THE INTERSECTION OF  
18          THE WEST LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 EAST;  
19          THENCE CONTINUING EASTERLY, ALONG SAID NORTH MARGIN OF U.S.  
20          HIGHWAY 31 RIGHT-OF-WAY, A DISTANCE OF 4300 FEET, MORE OR  
21          LESS, TO THE INTERSECTION OF THE WEST MARGIN OF MCFARLAND  
22          ROAD; THENCE RUNNING NORTHEASTERLY, ALONG THE WEST MARGIN OF  
23          U.S. HIGHWAY 31 RIGHT-OF-WAY, A DISTANCE OF 6880 FEET, MORE OR  
24          LESS, TO THE INTERSECTION OF THE NORTH LINE OF SECTION 19,  
25          TOWNSHIP 4 SOUTH, RANGE 3 EAST; THENCE CONTINUING

1 NORTHEASTERLY, ALONG SAID WEST MARGIN OF U.S. HIGHWAY 31  
2 RIGHT-OF-WAY, A DISTANCE OF 2000 FEET, MORE OR LESS TO THE  
3 INTERSECTION OF SAID U.S. HIGHWAY 31 RIGHT-OF-WAY WITH THE  
4 NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE  
5 SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 3 EAST;  
6 THENCE RUNNING EASTERLY, A DISTANCE OF 80 FEET, MORE OR LESS,  
7 TO A POINT ON THE EAST MARGIN OF U.S. HIGHWAY 31 RIGHT-OF-WAY;  
8 THENCE RUNNING SOUTHWESTERLY, ALONG SAID EAST MARGIN OF U.S.  
9 HIGHWAY 31 RIGHT-OF-WAY, A DISTANCE OF 2000 FEET, MORE OR  
10 LESS, TO THE INTERSECTION OF THE NORTH LINE OF SECTION 19,  
11 TOWNSHIP 4 SOUTH, RANGE 3 EAST; THENCE CONTINUING  
12 SOUTHWESTERLY, ALONG SAID EAST MARGIN OF U.S. HIGHWAY 31  
13 RIGHT-OF-WAY, A DISTANCE OF 7000 FEET, MORE OR LESS, TO THE  
14 INTERSECTION OF THE NORTH LINE OF SECTION 25, TOWNSHIP 4  
15 SOUTH, RANGE 2 EAST; THENCE RUNNING WESTERLY, ALONG THE SOUTH  
16 MARGIN OF U.S. HIGHWAY 31 RIGHT-OF-WAY, A DISTANCE OF 4270  
17 FEET, MORE OR LESS, TO THE INTERSECTION OF THE EAST LINE OF  
18 SECTION 26, TOWNSHIP 4 SOUTH, RANGE 2 EAST; THENCE CONTINUING  
19 WESTERLY, ALONG THE SOUTH MARGIN OF U.S. HIGHWAY 31  
20 RIGHT-OF-WAY, A DISTANCE OF 5280 FEET, MORE OR LESS, TO THE  
21 INTERSECTION OF THE EAST LINE OF SECTION 27, TOWNSHIP 4 SOUTH,  
22 RANGE 2 EAST; THENCE CONTINUING WESTERLY, ALONG THE SOUTH  
23 MARGIN OF U.S. HIGHWAY 31 RIGHT-OF-WAY, A DISTANCE OF 5280  
24 FEET, MORE OR LESS, TO THE INTERSECTION OF THE EAST LINE OF  
25 SECTION 28, TOWNSHIP 4 SOUTH, RANGE 2 EAST; THENCE RUNNING

1 SOUTHWESTERLY, ALONG THE SOUTH MARGIN OF U.S. HIGHWAY 31  
2 RIGHT-OF-WAY, A DISTANCE OF 2440 FEET, MORE OR LESS, TO A  
3 POINT WHICH IS 170 FEET, MORE OR LESS, DUE SOUTH OF THE POINT  
4 OF BEGINNING; THENCE RUNNING NORTH, A DISTANCE OF 170, MORE OR  
5 LESS, TO THE POINT OF BEGINNING.

6 ALSO INCLUDING LOT 1 AND LOT 2, MALBIS BUSINESS PARK  
7 SUBDIVISION, UNIT ONE, AS SHOWN BY MAP OR PLAT THEREOF  
8 RECORDED AT SLIDE 1183-A, PROBATE RECORDS, BALDWIN COUNTY,  
9 ALABAMA.

10 The recording references refer to the records in the  
11 Office of the Judge of Probate of Baldwin County, Alabama,  
12 unless otherwise indicated.

13 Section 2. A map showing the territory to be annexed  
14 is on file in the Office of the Judge of Probate of Baldwin  
15 County, Alabama, and such map is open to the inspection of the  
16 public.

17 Section 3. All territory brought within the  
18 corporate limits of the City of Spanish Fort under the  
19 provisions of this Act shall be subject to the laws and  
20 ordinances of the City, and the City Council shall have and  
21 exercise the same and exclusive jurisdiction over such  
22 territory as is presently exercised over the territory within  
23 the corporate limits of the City.

24 Section 4. The provisions of this Act are  
25 severable. If any part of the Act is declared invalid or

1 unconstitutional, such declaration shall not affect the part  
2 which remains.

3 Section 5. All laws or parts of laws which conflict  
4 with this Act are hereby repealed to the extent of such  
5 conflict.

6 Section 6. This Act shall become effective  
7 immediately upon its passage and approval by the Governor, or  
8 upon its otherwise becoming a law.

Speaker of the House of Representatives

*Kay Ivey*

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in  
and was passed by the House 18-MAR-14.

Jeff Woodard  
Clerk

Senate

03-APR-14

Passed

APPROVED April 9, 2014

TIME 1:30 p.m.

*Robert Bentley*

GOVERNOR

Alabama Secretary Of State

Act Num....: 2014-410  
Bill Num...: H-588

Recv'd 04/09/14 04:18pmSLF

OR 53

DAVIS

ONSORS

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### HOUSE ACTION

DATE: 3-11 2014  
RD 1 RFD BCL

### REPORT OF STANDING COMMITTEE

This bill having been referred by the House to its standing committee on Baldwin County Legislation was acted upon by such committee in session, and returned therefrom to the House with the recommendation that it be

(Passed w/amend(s) w/sub  
this 13th day of March, 2014  
Chairperson

DATE: 3-13 2014  
RF RD 2 CAL

DATE: 20\_\_  
RE-REFERRED ☐ RE-COMMITTED ☐  
Committee

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, HB 588.

YEAS 35 NAYS 0

JEFF WOODARD,

### RECONSIDERED SENATE ACTION

YEAS NAYS  
DATE: 3-18 2014  
RD 1 RFD LLI

This Bill was referred to the Standing Committee of the Senate on

and was acted upon by such Committee in session and is by order of the Committee returned therefrom with a favorable report w/amd(s) w/sub w/eng sub by a vote of

yeas nays abstain  
this 1 day of April, 2014  
Chairperson

DATE: 4-1 2014  
RF FA RD 2 CAL

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, HB 588.

YEAS 25 NAYS 0 26 3

PATRICK HARRIS,  
Secretary

DATE: 4-3-14 RD 3 at length  
PASSED ☒ PASSED AS AMENDED ☐

YEAS 25 NAYS 0 26 3  
And was ordered returned forthwith to the House.

PATRICK HARRIS,  
Secretary

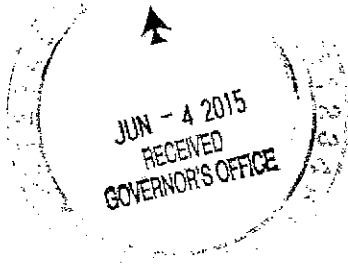
DATE: 20\_\_  
INDEFINITELY POSTPONED YEAS NAYS

DATE: 20\_\_



ACT No. 2015- 420

1 HB687  
2 167921-2  
3 By Representative Davis (N & P)  
4 RFD: Baldwin County Legislation  
5 First Read: 19-MAY-15



1  
2 ENROLLED, An Act,

3 To alter or rearrange the boundary lines and  
4 corporate limits of the City of Spanish Fort in Baldwin  
5 County, Alabama, so as to include within the corporate limits  
6 of said City all territory now within the corporate limits of  
7 said City and also certain other territory contiguous thereto,  
8 in Spanish Fort, Baldwin County, Alabama, and to provide for a  
9 referendum.

10 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

11 Section 1. The boundary lines and corporate limits  
12 of the City of Spanish Fort in Baldwin County, Alabama, be,  
13 and the same are hereby altered, extended, rearranged and  
14 redefined so as to include within the corporate limits of the  
15 municipality, in addition to the territory presently within  
16 the corporate limits and boundaries, the following described  
17 territory, to-wit:

18 ANNEXATION PARCEL 1:

19 COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST  
20 QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN  
21 COUNTY, ALABAMA, SAID CORNER ALSO KNOWN AS THE NORTHEAST  
22 CORNER OF SPRING RIDGE SUBDIVISION, AS SHOWN BY MAP OR PLAT  
23 THEREOF RECORDED AT SLIDE 2066-D, PROBATE RECORDS, BALDWIN  
24 COUNTY, ALABAMA, THE POINT OF BEGINNING AND RUN THENCE  
25 SOUTHERLY, ALONG THE EAST MARGIN OF SAID SPRING RIDGE

1 SUBDIVISION, A DISTANCE OF 719 FEET, MORE OR LESS, TO THE  
2 SOUTHEAST CORNER OF SAID SPRING RIDGE SUBDIVISION; THENCE RUN  
3 WESTERLY, ALONG THE COMMON LINE BETWEEN SAID SPRING RIDGE  
4 SUBDIVISION, BALDWIN BROOK SUBDIVISION, AS SHOWN BY MAP OR  
5 PLAT THEREOF, RECORDED AT SLIDE 1824-B, PROBATE RECORDS,  
6 BALDWIN COUNTY, ALABAMA, WOOD BROOKE SUBDIVISION, AS SHOWN BY  
7 MAP OR PLAT THEREOF, RECORDED AT SLIDE 2228-E, PROBATE  
8 RECORDS, BALDWIN COUNTY, ALABAMA AND BROOKEWOOD SUBDIVISION,  
9 AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2071-D,  
10 PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 2125  
11 FEET, MORE OR LESS, TO THE EAST MARGIN OF BUZBEE ROAD; THENCE  
12 RUN SOUTHERLY, ALONG THE EAST MARGIN OF SAID BUZBEE ROAD, A  
13 DISTANCE OF 403 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF  
14 SAID BROOKEWOOD SUBDIVISION; THENCE RUN EASTERLY, ALONG SAID  
15 BROOKEWOOD SUBDIVISION, A DISTANCE OF 1030 FEET, MORE OR LESS,  
16 TO THE WEST MARGIN OF SAID WOOD BROOKE SUBDIVISION; THENCE RUN  
17 SOUTHERLY, ALONG THE WEST MARGIN OF SAID WOOD BROOKE  
18 SUBDIVISION, A DISTANCE OF 210 FEET, MORE OR LESS, TO THE  
19 SOUTHWEST CORNER OF SAID WOOD BROOKE SUBDIVISION; THENCE RUN  
20 EASTERLY, ALONG THE SOUTH MARGIN OF SAID WOOD BROOKE  
21 SUBDIVISION AND THE NORTH MARGIN OF THE SOUTH ONE-HALF OF THE  
22 NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2  
23 EAST, A DISTANCE OF 3802 FEET, MORE OR LESS, TO THE NORTHEAST  
24 CORNER OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF SAID  
25 SECTION 22; THENCE RUN SOUTHERLY, ALONG THE EAST MARGIN OF THE

1 SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22, A  
2 DISTANCE OF 1359 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER  
3 OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION  
4 22; THENCE RUN WESTERLY, ALONG THE NORTH MARGIN THE NORTHEAST  
5 QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A  
6 DISTANCE OF 1311 FEET, MORE OR LESS, TO THE NORTHWEST CORNER  
7 OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID  
8 SECTION 22; THENCE RUN SOUTHERLY, ALONG THE WEST MARGIN OF THE  
9 NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22,  
10 A DISTANCE OF 977 FEET, MORE OR LESS, TO THE NORTHEAST CORNER  
11 OF LANDS HERETOFORE CONVEYED TO KENSLEY HALL APARTMENTS, LTD.,  
12 AS SHOWN IN DEED RECORDED AT INSTRUMENT 935063, PROBATE  
13 RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN WESTERLY, A  
14 DISTANCE OF 1267 FEET, MORE OR LESS, TO THE NORTHWEST CORNER  
15 OF LANDS OF SAID KENSLEY HALL APARTMENTS, LTD. AND THE EAST  
16 MARGIN OF STAGECOACH ROAD; THENCE RUN SOUTHERLY, ALONG THE  
17 EAST MARGIN OF SAID STAGECOACH ROAD, A DISTANCE OF 343 FEET,  
18 MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 1 OF STAGECOACH  
19 COMMERCIAL PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF  
20 RECORDED AT SLIDE 1723-A, PROBATE RECORDS, BALDWIN COUNTY,  
21 ALABAMA; THENCE RUN EASTERLY, A DISTANCE OF 224 FEET, MORE OR  
22 LESS, TO THE NORTHEAST CORNER OF LOT 1 OF SAID STAGECOACH  
23 COMMERCIAL PARK SUBDIVISION; THENCE RUN SOUTHERLY, A DISTANCE  
24 OF 566 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 1 OF  
25 SAID STAGECOACH COMMERCIAL PARK SUBDIVISION; THENCE RUN

1 EASTERLY, ALONG THE SOUTH MARGIN OF LOT 2 AND LOT 3 OF SAID  
2 STAGECOACH COMMERCIAL PARK SUBDIVISION, A DISTANCE OF 462  
3 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 3 OF SAID  
4 STAGECOACH COMMERCIAL PARK SUBDIVISION; THENCE RUN NORTHERLY,  
5 A DISTANCE OF 554 FEET, MORE OR LESS, TO THE NORTHEAST CORNER  
6 OF LOT 3 OF SAID STAGECOACH COMMERCIAL PARK SUBDIVISION;  
7 THENCE RUN EASTERLY, A DISTANCE OF 241 FEET, MORE OR LESS, TO  
8 THE NORTHWEST CORNER OF LOT 5 OF SAID STAGECOACH COMMERCIAL  
9 PARK SUBDIVISION; THENCE RUN SOUTHERLY, A DISTANCE OF 578  
10 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 5 OF SAID  
11 STAGECOACH COMMERCIAL PARK SUBDIVISION; THENCE RUN EASTERLY, A  
12 DISTANCE OF 365 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF  
13 LOT 5 OF SAID STAGECOACH COMMERCIAL PARK SUBDIVISION; THENCE  
14 RUN NORTHERLY, A DISTANCE OF 578 FEET, MORE OR LESS, TO THE  
15 NORTHEAST CORNER OF LOT 5 OF SAID STAGECOACH COMMERCIAL PARK  
16 SUBDIVISION AND THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER  
17 OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE RUN  
18 EASTERLY, 836 FEET, MORE OR LESS, TO THE INTERSECTION OF THE  
19 SOUTH MARGIN OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER  
20 OF SAID SECTION 22 AND THE WEST MARGIN OF JIMMY FAULKNER  
21 DRIVE; THENCE RUN NORTHEASTERLY, ALONG THE WEST MARGIN OF SAID  
22 JIMMY FAULKNER DRIVE, A DISTANCE OF 1360 FEET, MORE OR LESS,  
23 TO THE INTERSECTION OF THE WEST MARGIN OF SAID JIMMY FAULKNER  
24 DRIVE AND THE NORTH MARGIN OF THE NORTHEAST QUARTER OF THE  
25 SOUTHEAST QUARTER OF SAID SECTION 22; THENCE RUN EASTERLY,

1 ALONG THE NORTH MARGIN OF THE NORTHEAST QUARTER OF THE  
2 SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 197 FEET,  
3 MORE OR LESS, TO THE INTERSECTION OF THE NORTH MARGIN OF THE  
4 NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22  
5 AND THE EAST MARGIN OF SAID JIMMY FAULKNER DRIVE; THENCE RUN  
6 SOUTHWESTERLY, ALONG THE EAST MARGIN OF SAID JIMMY FAULKNER  
7 DRIVE, A DISTANCE OF 1368 FEET, MORE OR LESS, TO THE  
8 INTERSECTION OF THE EAST MARGIN OF SAID JIMMY FAULKNER DRIVE  
9 AND THE SOUTH MARGIN OF THE NORTHEAST QUARTER OF THE SOUTHEAST  
10 QUARTER OF SAID SECTION 22; THENCE RUN EASTERLY, A DISTANCE OF  
11 259 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE  
12 NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22;  
13 THENCE RUN SOUTHERLY, ALONG THE EAST MARGIN OF SAID SECTION  
14 22, A DISTANCE OF 448 FEET, MORE OR LESS, TO THE NORTH MARGIN  
15 OF LOT 1 OF BAY LIMITED NORTH SUBDIVISION, AS SHOWN BY MAP OR  
16 PLAT THEREOF, RECORDED AT SLIDE 2404-A, PROBATE RECORDS,  
17 BALDWIN COUNTY, ALABAMA; THENCE RUN WESTERLY, A DISTANCE OF  
18 109 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH  
19 MARGIN OF LOT 1 OF SAID BAY LIMITED NORTH SUBDIVISION AND THE  
20 EAST MARGIN OF SAID JIMMY FAULKNER DRIVE; THENCE RUN  
21 SOUTHEASTERLY, ALONG THE EAST MARGIN OF SAID JIMMY FAULKNER  
22 DRIVE, A DISTANCE OF 385 FEET, MORE OR LESS, TO THE  
23 INTERSECTION OF THE EAST MARGIN OF SAID JIMMY FAULKNER DRIVE  
24 AND THE SOUTH MARGIN OF ROCKWELL SCHOOL DRIVE; THENCE RUN  
25 EASTERLY, ALONG THE SOUTH MARGIN OF ROCKWELL SCHOOL DRIVE, A

1 DISTANCE OF 99 FEET, MORE OR LESS; THENCE RUN NORTHERLY, A  
2 DISTANCE OF 101 FEET, MORE OR LESS, TO THE NORTH MARGIN OF  
3 SAID ROCKWELL SCHOOL DRIVE; THENCE RUN EASTERLY, ALONG THE  
4 NORTH MARGIN OF SAID ROCKWELL SCHOOL DRIVE, A DISTANCE OF 134  
5 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 2, BAY  
6 LIMITED NORTH SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF,  
7 RECORDED AT SLIDE 2225-F, PROBATE RECORDS, BALDWIN COUNTY,  
8 ALABAMA; THENCE NORTHWESTERLY, A DISTANCE OF 182 FEET, MORE OR  
9 LESS, TO THE NORTHWEST CORNER OF LOT 2 OF SAID BAY LIMITED  
10 NORTH SUBDIVISION; THENCE RUN NORTHEASTERLY, A DISTANCE OF 178  
11 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 2 OF SAID  
12 BAY LIMITED NORTH SUBDIVISION; THENCE RUN SOUTHEASTERLY, ALONG  
13 THE EAST MARGIN OF SAID BAY LIMITED NORTH SUBDIVISION, AND BAY  
14 LIMITED SOUTH SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF  
15 RECORDED AT SLIDE 2391-B, PROBATE RECORDS, BALDWIN COUNTY,  
16 ALABAMA AND LANDS HERETOFORE CONVEYED TO PATRIOT HOMES, INC.  
17 AS RECORDED IN THAT DEED RECORDED AT INSTRUMENT 701324,  
18 PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 817  
19 FEET, MORE OR LESS, TO THE NORTH MARGIN OF U.S. HIGHWAY 31;  
20 THENCE RUN WESTERLY, ALONG THE NORTH MARGIN OF U.S. HIGHWAY  
21 31, A DISTANCE OF 7344 FEET, MORE OR LESS, TO THE EAST MARGIN  
22 OF OLD MOBILE ROAD; THENCE RUN NORTHERLY, TO THE WEST MARGIN  
23 OF SAID OLD MOBILE ROAD, A DISTANCE OF 167 FEET, MORE OR LESS;  
24 THENCE RUN NORTHEASTERLY, ALONG THE NORTHWEST MARGIN OF SAID  
25 OLD MOBILE ROAD, A DISTANCE OF 150 FEET, MORE OR LESS, TO THE

1 SOUTH MARGIN OF LANDS HERETOFORE CONVEYED TO JOHN B. CLARK, AS  
2 RECORDED IN THAT DEED RECORDED AT REAL PROPERTY BOOK 807, PAGE  
3 1364 ET SEQ; THENCE RUN WESTERLY, A DISTANCE OF 96 FEET, MORE  
4 OR LESS, TO THE SOUTHWEST CORNER OF LANDS OF SAID JOHN B.  
5 CLARK AND THE WEST MARGIN OF THE NORTHEAST QUARTER OF THE  
6 NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 2  
7 EAST; THENCE RUN NORTHERLY, ALONG THE WEST MARGIN OF THE  
8 NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28  
9 AND THE WEST MARGIN OF THE SOUTHEAST QUARTER OF THE SOUTHEAST  
10 QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 EAST, A  
11 DISTANCE OF 1481 FEET, MORE OR LESS, TO THE NORTHWEST CORNER  
12 OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID  
13 SECTION 21; THENCE RUN EASTERLY, A DISTANCE OF 1299 FEET, MORE  
14 OR LESS, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF  
15 THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE RUN  
16 NORTHERLY, ALONG THE EAST MARGIN OF SAID SECTION 21, A  
17 DISTANCE OF 2398 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER  
18 OF LANDS HERETOFORE CONVEYED TO LAWANA S. SMITH, AS RECORDED  
19 IN THAT DEED RECORDED AT REAL PROPERTY BOOK 649, PAGE 767 ET  
20 SEQ; THENCE RUN WESTERLY, A DISTANCE OF 442 FEET, MORE OR  
21 LESS, TO THE SOUTHWEST CORNER OF LANDS OF SAID LAWANA S.  
22 SMITH; THENCE RUN NORTHERLY, A DISTANCE OF 408 FEET, MORE OR  
23 LESS, TO THE NORTHWEST CORNER OF LANDS OF SAID LAWANA S.  
24 SMITH; THENCE RUN EASTERLY, A DISTANCE OF 445 FEET, MORE OR  
25 LESS, TO THE NORTHEAST CORNER OF LANDS OF SAID LAWANA S.



1 SMITH; THENCE RUN NORTHERLY, ALONG THE WEST MARGIN OF SHIVER  
2 HEIGHTS SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORD  
3 IN MAP BOOK 5, PAGE 205, PROBATE RECORDS, BALDWIN COUNTY,  
4 ALABAMA, A DISTANCE OF 15 FEET, MORE OR LESS, TO THE SOUTHWEST  
5 CORNER OF LOT 17 OF SAID SHIVER HEIGHTS SUBDIVISION; THENCE  
6 RUN EASTERLY, ALONG THE SOUTH MARGIN OF LOT 17, LOT 16 AND LOT  
7 15 OF SAID SHIVER HEIGHTS SUBDIVISION, A DISTANCE OF 450 FEET,  
8 MORE OR LESS, TO THE WEST MARGIN OF BUZBEE ROAD; THENCE RUN  
9 NORTHERLY, ALONG THE WEST MARGIN OF SAID BUZBEE ROAD, A  
10 DISTANCE OF 182 FEET, MORE OF LESS; THENCE RUN WESTERLY, ALONG  
11 THE NORTH LINE OF LOT 15, LOT 16 AND LOT 17 OF SAID SHIVER  
12 HEIGHTS SUBDIVISION, A DISTANCE OF 419 FEET, MORE OR LESS;  
13 THENCE RUN NORTHERLY, ALONG THE WEST MARGIN OF SAID SHIVER  
14 HEIGHTS SUBDIVISION, A DISTANCE OF 468 FEET, MORE OR LESS, TO  
15 THE SOUTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO GRAHAM S.  
16 LEECH AS RECORDED IN THAT DEED RECORDED AT INSTRUMENT 667930,  
17 PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN  
18 SOUTHWESTERLY, A DISTANCE OF 63 FEET, MORE OR LESS, TO THE  
19 SOUTHWEST CORNER OF LANDS OF SAID GRAHAM S. LEECH; THENCE RUN  
20 NORTHERLY, A DISTANCE OF 344 FEET, MORE OR LESS, TO THE  
21 NORTHWEST CORNER OF LANDS OF SAID GRAHAM S. LEECH; THENCE  
22 EASTERLY, A DISTANCE OF 44 FEET, MORE OR LESS, TO THE  
23 NORTHEAST CORNER OF LANDS OF SAID GRAHAM S. LEECH; THENCE RUN  
24 NORTHERLY, ALONG THE WEST MARGIN OF SAID SHIVER HEIGHTS  
25 SUBDIVISION, A DISTANCE OF 142 FEET, MORE OR LESS, TO THE

1 NORTHWEST CORNER OF SAID SHIVER HEIGHTS SUBDIVISION AND THE  
2 NORTHWEST CORNER OF SAID SECTION 22; THENCE RUN EASTERLY,  
3 ALONG THE NORTH MARGIN OF SAID SECTION 22, ALONG THE NORTH  
4 MARGIN OF SAID SHIVER HEIGHTS SUBDIVISION, SAID BALDWIN BROOKE  
5 SUBDIVISION AND SAID SPRING RIDGE SUBDIVISION, A DISTANCE OF  
6 2661 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. TRACT LIES  
7 IN SECTIONS 21, 22, 23, AND 28, TOWNSHIP 4 SOUTH, 2 EAST,  
8 BALDWIN COUNTY, ALABAMA.

9 ANNEXATION PARCEL 2:

10 BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF BAY  
11 LIMITED NORTH SUBDIVISION AS PER ITS PLAT RECORDED ON SLIDE  
12 2225-F IN THE JUDGE OF PROBATE'S OFFICE, BALDWIN COUNTY,  
13 ALABAMA, RUN SOUTH 00°21'45" EAST, A DISTANCE OF 309.08 FEET  
14 TO AN IRON PIN; THENCE RUN SOUTH 89°56'12" EAST, A DISTANCE OF  
15 229.78 FEET TO AN IRON PIN LYING ON THE EAST LINE OF SAID LOT  
16 1; THENCE RUN NORTH 25°36'30" WEST, ALONG SAID EAST LINE, A  
17 DISTANCE OF 344.35 FEET TO AN IRON PIN; THENCE RUN SOUTH  
18 89°03'40" WEST, A DISTANCE OF 83.26 FEET TO THE POINT OF  
19 BEGINNING. SAID PARCEL CONTAINS 48,500 SQUARE FEET, MORE OR  
20 LESS.

21 (DESCRIPTION COPIED FROM INSTRUMENT 1143012, PROBATE  
22 RECORDS, BALDWIN COUNTY, ALABAMA)

23 ANNEXATION PARCEL 3:

24 BEGINNING AT THE NORTHWEST CORNER OF SECTION 24,  
25 TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, THE

1 POINT OF BEGINNING AND RUN THENCE EASTERLY, ALONG THE NORTH  
2 MARGIN OF SAID SECTION 24, A DISTANCE OF 2607 FEET, MORE OR  
3 LESS, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID  
4 SECTION 24; THENCE RUN SOUTHERLY, ALONG THE EAST MARGIN OF THE  
5 NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2608 FEET,  
6 MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER  
7 OF SAID SECTION 24; THENCE RUN EASTERLY, ALONG THE NORTH  
8 MARGIN OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE  
9 2309 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF CHURCHILL  
10 SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT  
11 SLIDE 2267-A AND SLIDE 2267-B, AMENDED AT SLIDE 2290-A AND  
12 2290-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND THE WEST  
13 MARGIN OF LANDS HERETOFORE CONVEYED TO JOSEPH E. BERTAGNOLLI  
14 BY DEED RECORDED AT INSTRUMENT 1281383, PROBATE RECORDS,  
15 BALDWIN COUNTY, ALABAMA; THENCE RUN NORTHERLY, ALONG THE WEST  
16 MARGIN OF LANDS OF SAID JOSEPH E. BERTAGNOLLI, A DISTANCE OF  
17 135 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS OF  
18 SAID JOSEPH E. BERTAGNOLLI; THENCE RUN EASTERLY, ALONG THE  
19 NORTH MARGIN OF LANDS OF SAID JOSEPH E. BERTAGNOLLI AND A  
20 PROJECTION THEREOF, A DISTANCE OF 297 FEET, MORE OR LESS, TO  
21 THE EAST MARGIN OF SHAMBO ROAD; THENCE RUN SOUTHERLY, ALONG  
22 THE EAST MARGIN OF SHAMBO ROAD, A DISTANCE OF 126 FEET, MORE  
23 OR LESS, TO THE NORTH MARGIN OF DOE ANN SUBDIVISION, UNIT TWO,  
24 AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 1632-B,  
25 PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EASTERLY,

1 ALONG THE NORTH MARGIN OF SAID DOE ANN SUBDIVISION, UNIT TWO,  
2 A DISTANCE OF 186 FEET, MORE OR LESS, TO THE NORTHEAST CORNER  
3 OF SAID DOE ANN SUBDIVISION, UNIT TWO; THENCE RUN SOUTHERLY,  
4 ALONG THE EAST MARGIN OF SAID DOE ANN SUBDIVISION, UNIT TWO, A  
5 DISTANCE OF 303 FEET MORE OR LESS, TO THE NORTHWEST CORNER OF  
6 GRACE MAGNOLIAS SUBDIVISION, PHASE TWO, AS SHOWN BY MAP OR  
7 PLAT THEREOF, RECORDED AT SLIDE 2473-F, PROBATE RECORDS,  
8 BALDWIN COUNTY, ALABAMA; THENCE RUN EASTERLY, ALONG THE NORTH  
9 MARGIN OF SAID GRACE MAGNOLIAS SUBDIVISION, PHASE TWO AND THE  
10 NORTH MARGIN OF GRACE MAGNOLIAS SUBDIVISION, PHASE ONE, AS  
11 SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2465-C,  
12 PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 716  
13 FEET, MORE OR LESS; THENCE RUN SOUTHEASTERLY, ALONG THE  
14 NORTHEAST MARGIN OF SAID GRACE MAGNOLIAS SUBDIVISION, PHASE  
15 ONE, A DISTANCE OF 470 FEET, MORE OR LESS, TO THE INTERSECTION  
16 OF SAID GRACE MAGNOLIAS SUBDIVISION, PHASE ONE AND THE WEST  
17 MARGIN OF U.S. HIGHWAY 31; THENCE RUN SOUTHWESTERLY AND  
18 WESTERLY, ALONG THE WEST AND NORTH MARGIN OF SAID U.S. HIGHWAY  
19 31, A DISTANCE OF 7503 FEET, MORE OR LESS, TO THE INTERSECTION  
20 OF THE NORTH MARGIN OF SAID U.S. HIGHWAY 31 AND THE WEST  
21 MARGIN OF COLEMAN LANE; THENCE RUN NORTHERLY, ALONG THE WEST  
22 MARGIN OF SAID COLEMAN LANE, A DISTANCE OF 2603 FEET, MORE OR  
23 LESS, TO THE NORTH MARGIN OF THE SOUTHEAST QUARTER OF SECTION  
24 23, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA;  
25 THENCE RUN EASTERLY, ALONG THE NORTH MARGIN OF THE SOUTHEAST

QUARTER OF SAID SECTION 23, A DISTANCE OF 39 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE RUN NORTHERLY, ALONG THE WEST MARGIN OF SAID SECTION 24, A DISTANCE OF 2641 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS, TO WIT:

LOT 13, LOT 14, LOT 15, LOT 16, LOT 17, LOT 19, LOT 20, LOT 26, LOT 27, LOT 28, LOT 29, LOT 30, LOT 32, LOT 33, LOT 35, LOT 37, LOT 38, LOT 39, LOT 40, LOT 41, LOT 42, LOT 45, LOT 46, LOT 47, LOT 48, LOT 49, LOT 50, LOT 51, LOT 52, LOT 53, LOT 58, LOT 59, LOT 60, LOT 61, LOT 62, LOT 63, LOT 64, LOT 65, COMMON AREA BOUND BY LOT 16 ON THE EAST SIDE THEREOF AND LOT 17 ON THE NORTHWEST SIDE THEREOF, COMMON AREA BOUND BY LOT 35 AND LOT 48 ON THE NORTH SIDE THEREOF AND LOT 36 AND LOT 47 ON THE SOUTH SIDE THEREOF, COMMON AREA NORTH OF LOT 29, COMMON AREA NORTH OF LOT 30 AND LOT 52, COMMON AREA NORTH OF LOT 53, RECREATION AND COMMON AREA BOUNDED BY LOT 54 ON THE NORTH SIDE THEREOF AND LOT 55 ON THE SOUTH SIDE THEREOF, RECREATION AND COMMON AREA EAST OF LOT 53, LOT 54, AND LOT 55, OF CHURCHILL SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2267-A AND SLIDE 2267-B, AMENDED AT SLIDE 2290-A AND 2290-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

ANNEXATION PARCEL 4

1                   COMMENCING AT THE NORTHEAST CORNER OF SECTION 24,  
2           TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, RUN  
3           THENCE SOUTH 00°23'57" WEST, 1329.61 FEET TO A CRIMP TOP PIPE  
4           IN A FENCE LINE; THENCE RUN SOUTH 00°03'19" WEST, 371.56 FEET  
5           TO A POINT FOR THE POINT OF BEGINNING; THENCE RUN NORTH  
6           89°56'58" WEST, 550.00 FEET TO A POINT; THENCE RUN SOUTH  
7           00°03'02" WEST, 450.00 FEET TO A POINT; THENCE RUN SOUTH  
8           89°56'09" EAST, 298.22 FEET TO A POINT; THENCE RUN NORTH  
9           00°46'05" EAST, 200.09 FEET TO A POINT; THENCE RUN SOUTH  
10          89°56'58" EAST, 249.27 FEET TO A POINT; THENCE RUN NORTH  
11          00°03'06" EAST, 250.00 FEET TO THE POINT OF BEGINNING. SAID  
12          PARCEL OF LAND CONTAINS 4.53 ACRES, MORE OR LESS. (DESCRIPTION  
13          COPIED FROM INSTRUMENT 1281382, PROBATE RECORDS, BALDWIN  
14          COUNTY, ALABAMA)

15                   ANNEXATION PARCEL 5

16                   COMMENCE AT THE SOUTHEAST CORNER OF LOT 43 OF  
17          SPANISH FORT ESTATES SUBDIVISION 22ND ADDITION AS SHOWN BY MAP  
18          OR PLAT THEREOF RECORDED ON SLIDE 1838-B, PROBATE RECORDS,  
19          BALDWIN COUNTY, ALABAMA, FOR A POINT OF BEGINNING: THENCE RUN  
20          NORTH 17 DEGREES 54 MINUTES 54 SECONDS EAST FOR 69.73 FEET;  
21          THENCE RUN NORTHEASTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING  
22          A RADIUS OF 324.73 FEET, AN ARC DISTANCE OF 87.72 FEET (CHORD  
23          BEARS NORTH 25 DEGREES 39 MINUTES 17 SECONDS EAST, 87.45  
24          FEET); THENCE RUN NORTHWESTWARDLY ALONG A CURVE TO THE LEFT,  
25          HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 35.32 FEET

1 (CHORD BEARS NORTH 07 DEGREES 04 MINUTES 53 SECONDS WEST,  
2 32.46 FEET); THENCE RUN NORTHWESTWARDLY ALONG A CURVE TO THE  
3 RIGHT, HAVING A RADIUS OF 211.12 FEET, AN ARC DISTANCE OF  
4 65.68 FEET (CHORD BEARS NORTH 38 DEGREES 38 MINUTES 37 SECONDS  
5 WEST, 65.42 FEET); THENCE RUN SOUTH 60 DEGREES 15 MINUTES 50  
6 SECONDS WEST FOR 263.05 FEET; THENCE RUN NORTH 05 DEGREES 48  
7 MINUTES 00 SECONDS EAST FOR 260.01 FEET; THENCE RUN NORTH 84  
8 DEGREES 12 MINUTES 00 SECONDS WEST FOR 110.00 FEET; THENCE RUN  
9 SOUTH 05 DEGREES 48 MINUTES 00 SECONDS WEST FOR 206.13 FEET;  
10 THENCE RUN NORTH 43 DEGREES 47 MINUTES 21 SECONDS WEST FOR  
11 11.06 FEET; THENCE RUN NORTH 81 DEGREES 23 MINUTES 15 SECONDS  
12 WEST FOR 184.00 FEET; THENCE RUN NORTH 77 DEGREES 03 MINUTES  
13 16 SECONDS WEST FOR 28.02 FEET; THENCE RUN NORTH 05 DEGREES 48  
14 MINUTES 00 SECONDS EAST FOR 186.45 FEET; THENCE RUN  
15 NORTHWESTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF  
16 530.36 FEET, AN ARC DISTANCE OF 185.00 FEET (CHORD BEARS NORTH  
17 74 DEGREES 12 MINUTES 25 SECONDS WEST, 184.06 FEET); THENCE  
18 RUN SOUTH 25 DEGREES 47 MINUTES 09 SECONDS WEST FOR 248.67  
19 FEET; THENCE RUN NORTH 84 DEGREES 25 MINUTES 58 SECONDS WEST  
20 FOR 64.38 FEET; THENCE RUN NORTH 54 DEGREES 22 MINUTES 17  
21 SECONDS WEST FOR 155.71 FEET; THENCE RUN NORTH 58 DEGREES 52  
22 MINUTES 53 SECONDS WEST, FOR 65.96 FEET; THENCE RUN NORTH 45  
23 DEGREES 46 MINUTES 19 SECONDS EAST FOR 287.42 FEET TO THE  
24 NORTHEAST CORNER OF LOT 34 IN SAID 22ND ADDITION; THENCE RUN  
25 NORTHWESTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS

1 OF 530.36 FEET, AN ARC DISTANCE OF 63.82 FEET (CHORD BEARS  
2 NORTH 40 DEGREES 46 MINUTES 52 SECONDS WEST, 63.78 FEET);  
3 THENCE RUN NORTHWESTWARDLY, ALONG A CURVE TO THE LEFT, HAVING  
4 A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 21.03 FEET (CHORD  
5 BEARS NORTH 61 DEGREES 25 MINUTES 41 SECONDS WEST, 20.41  
6 FEET); THENCE RUN NORTHWESTWARDLY, EASTWARDLY, AND  
7 SOUTHEASTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS  
8 OF 50.00 FEET, AN ARC DISTANCE OF 241.19 FEET (CHORD BEARS  
9 NORTH 52 DEGREES 40 MINUTES 00 SECONDS EAST, 66.67 FEET);  
10 THENCE RUN SOUTHEASTWARDLY, ALONG A CURVE TO THE LEFT, HAVING  
11 A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 21.03 FEET (CHORD  
12 BEARS SOUTH 13 DEGREES 14 MINUTES 19 SECONDS EAST, 20.41  
13 FEET); THENCE RUN SOUTHEASTWARDLY ALONG A CURVE TO THE LEFT,  
14 HAVING A RADIUS OF 480.36 FEET, AN ARC DISTANCE OF 392.92 FEET  
15 (CHORD BEARS SOUTH 60 DEGREES 46 MINUTES 01 SECONDS EAST,  
16 382.06 FEET); THENCE RUN NORTH 05 DEGREES 48 MINUTES 00  
17 SECONDS EAST FOR 190.21 FEET; THENCE RUN SOUTH 82 DEGREES 53  
18 MINUTES 53 SECONDS EAST FOR 16.39 FEET; THENCE RUN NORTH 17  
19 DEGREES 12 MINUTES 09 SECONDS EAST FOR 157.51 FEET; THENCE RUN  
20 NORTHWESTWARDLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS  
21 OF 60.00 FEET, AN ARC DISTANCE OF 107.85 FEET (CHORD BEARS  
22 NORTH 21 DEGREES 18 MINUTES 12 SECONDS WEST, 93.90 FEET);  
23 THENCE RUN NORTH 59 DEGREES 47 MINUTES 51 SECONDS WEST FOR  
24 188.49 FEET; THENCE RUN SOUTH 57 DEGREES 56 MINUTES 52 SECONDS  
25 WEST FOR 191.11 FEET; THENCE RUN NORTH 35 DEGREES 08 MINUTES



1 12 SECONDS WEST FOR 26.60 FEET; THENCE RUN NORTH 70 DEGREES 40  
2 MINUTES 05 SECONDS WEST FOR 151.35 FEET; THENCE RUN NORTH 82  
3 DEGREES 44 MINUTES 35 SECONDS WEST FOR 28.29 FEET; THENCE RUN  
4 NORTH 07 DEGREES 12 MINUTES 09 SECONDS EAST FOR 184.59 FEET;  
5 THENCE RUN NORTH 82 DEGREES 47 MINUTES 51 SECONDS WEST FOR  
6 194.98 FEET; THENCE RUN NORTHWESTWARDLY ALONG A CURVE TO THE  
7 RIGHT, HAVING A RADIUS OF 270.45 FEET, AN ARC DISTANCE OF  
8 289.91 FEET (CHORD BEARS NORTH 52 DEGREES 05 MINUTES 24  
9 SECONDS WEST, 276.23 FEET); THENCE RUN SOUTH 68 DEGREES 38  
10 MINUTES 21 SECONDS WEST FOR 247.75 FEET; THENCE RUN NORTH 43  
11 DEGREES 16 MINUTES 25 SECONDS WEST FOR 102.76 FEET; THENCE RUN  
12 NORTH 15 DEGREES 27 MINUTES 35 SECONDS WEST FOR 86.23 FEET;  
13 THENCE RUN NORTH 48 DEGREES 30 MINUTES 05 SECONDS WEST FOR  
14 118.78 FEET; THENCE RUN SOUTH 87 DEGREES 43 MINUTES 10 SECONDS  
15 WEST FOR 83.65 FEET; THENCE RUN SOUTH 78 DEGREES 23 MINUTES 12  
16 SECONDS WEST FOR 65.56 FEET; THENCE RUN NORTH 76 DEGREES 36  
17 MINUTES 59 SECONDS WEST FOR 101.57 FEET; THENCE RUN SOUTH 83  
18 DEGREES 37 MINUTES 16 SECONDS WEST FOR 78.57 FEET; THENCE RUN  
19 NORTH 76 DEGREES 02 MINUTES 38 SECONDS WEST FOR 146.51 FEET;  
20 THENCE RUN SOUTH 50 DEGREES 48 MINUTES 48 SECONDS WEST FOR  
21 179.13 FEET; THENCE RUN NORTH 69 DEGREES 00 MINUTES 02 SECONDS  
22 WEST, ALONG THE NORTH LINE OF LOT 17 IN THE TWENTIETH ADDITION  
23 TO SPANISH FORT ESTATES AS SHOWN BY MAP OR PLAT THEREOF  
24 RECORDED AT SLIDE 1634-B, FOR A DISTANCE OF 430 FEET, MORE OR  
25 LESS TO THE EASTERN SHORE OF BAY MINETTE CREEK; THENCE RUN

1 NORTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG AND FOLLOWING  
2 THE MEANDERS OF BAY MINETTE CREEK FOR 8,850 FEET, MORE OR  
3 LESS, TO THE INTERSECTION OF THE SOUTHERN SHORELINE OF SAID  
4 BAY MINETTE CREEK AND THE EAST MARGIN OF LANDS HERETOFORE  
5 CONVEYED TO LESLIE BUZBEE, AS RECORDED IN REAL PROPERTY BOOK  
6 274, PAGE 9, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE  
7 RUN SOUTH, ALONG THE EAST MARGIN OF LAND OF SAID LESLIE  
8 BUZBEE, FOR 1628 FEET, MORE OR LESS, TO THE NORTH MARGIN OF  
9 THE SOUTH ONE-HALF OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2  
10 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN EASTERLY, ALONG THE  
11 NORTH MARGIN OF THE SOUTH ONE-HALF OF SAID SECTION 17, FOR  
12 3961 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTH  
13 ONE-HALF OF SAID SECTION 17; THENCE RUN SOUTHERLY, ALONG THE  
14 EAST MARGIN OF SAID SECTION 17, FOR 2624 FEET, MORE OR LESS,  
15 TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE RUN  
16 WESTERLY, ALONG THE SOUTH MARGIN OF SAID SECTION 17, FOR 3505  
17 FEET, MORE OR LESS, TO A POINT ON THE EAST MARGIN OF LOT 26 OF  
18 BLAKELEY FOREST SUBDIVISION, UNIT 6, AS SHOWN BY MAP OR PLAT  
19 THEREOF, RECORDED AT SLIDE 1948-A, PROBATE RECORDS, BALDWIN  
20 COUNTY, ALABAMA; THENCE RUN SOUTH 02 DEGREES 31 MINUTES 07  
21 SECONDS EAST FOR 25 FEET, MORE OR LESS, TO THE SOUTHEAST  
22 CORNER OF LOT 26 IN SAID SUBDIVISION; THENCE RUN NORTH 82  
23 DEGREES 12 MINUTES 21 SECONDS WEST FOR 166.46 FEET; THENCE RUN  
24 NORTH 89 DEGREES 45 MINUTES 54 SECONDS WEST FOR 310.76 FEET;  
25 THENCE RUN NORTH 00 DEGREES 14 MINUTES 06 SECONDS EAST, FOR

1 247.00 FEET; THENCE RUN SOUTHWESTWARDLY, ALONG A CURVE TO THE  
2 RIGHT, HAVING A RADIUS OF 260.60 FEET, AN ARC LENGTH OF 60.54  
3 FEET (CHORD BEARS SOUTH 83 DEGREES 34 MINUTES 47 SECONDS WEST,  
4 60.40 FEET); THENCE RUN NORTH 89 DEGREES 45 MINUTES 54 SECONDS  
5 WEST, FOR 90.00 FEET; THENCE RUN SOUTH 00 DEGREES 14 MINUTES  
6 06 SECONDS WEST, FOR 240.00 FEET; THENCE RUN NORTH 89 DEGREES  
7 45 MINUTES 54 SECONDS WEST FOR 600.00 FEET; THENCE RUN SOUTH  
8 00 DEGREES 14 MINUTES 06 SECONDS WEST FOR 540.00 FEET; THENCE  
9 RUN SOUTH 89 DEGREES 45 MINUTES 54 SECONDS EAST FOR 21.62  
10 FEET; THENCE RUN SOUTH 00 DEGREES 14 MINUTES 06 SECONDS WEST  
11 FOR 257.81 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF  
12 ATLANTA CIRCLE; THENCE RUN EASTWARDLY ALONG A CURVE TO THE  
13 RIGHT, HAVING A RADIUS OF 549.59 FEET, AN ARC DISTANCE OF  
14 67.50 FEET (CHORD BEARS NORTH 84 DEGREES 03 MINUTES 50 SECONDS  
15 EAST, 67.46 FEET) TO A POINT ON THE SOUTHEAST LINE OF GRANT  
16 SECTION 39, TOWNSHIP 4 SOUTH, RANGE 2 EAST; THENCE RUN SOUTH  
17 49 DEGREES 31 MINUTES 57 SECONDS WEST, ALONG SAID GRANT  
18 SECTION LINE, FOR A DISTANCE OF 490.21 FEET TO THE SOUTH  
19 MARGIN OF BLAKELEY FOREST UNIT SIX SUBDIVISION; THENCE RUN  
20 NORTH 89 DEGREES 50 MINUTES 55 SECONDS WEST FOR 177.05 FEET TO  
21 THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 225; THENCE RUN SOUTH  
22 00 DEGREES 09 MINUTES 17 SECONDS WEST, FOR 151.86 FEET TO A  
23 POINT ON THE SOUTHEAST LINE OF SAID GRANT SECTION 39; THENCE  
24 RUN SOUTH 49 DEGREES 31 MINUTES 57 SECONDS WEST, ALONG SAID  
25 GRANT SECTION LINE, FOR 369.03 FEET; THENCE RUN NORTH 77

1 DEGREES 32 MINUTES 33 SECONDS WEST FOR 149.94 FEET; THENCE RUN  
2 NORTH 89 DEGREES 40 MINUTES 26 SECONDS WEST FOR 259.58 FEET;  
3 THENCE RUN SOUTH 80 DEGREES 50 MINUTES 31 SECONDS WEST FOR A  
4 DISTANCE OF 186.81 FEET TO THE POINT OF BEGINNING. LESS AND  
5 EXCEPT LOT 14 OF SPANISH FORT ESTATES SUBDIVISION 22ND  
6 ADDITION AS SHOWN BY MAP OR PLAT THEREOF RECORDED ON SLIDE  
7 1838-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

8 ANNEXATION PARCEL 6:

9 BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 OF  
10 SPANISH FORT CENTRE SUBDIVISION, AS SHOWN BY MAP OR PLAT  
11 THEREOF, RECORDED AT SLIDE 2083-C, PROBATE RECORDS, BALDWIN  
12 COUNTY, ALABAMA AND RUN THENCE EAST, ALONG THE SOUTH MARGIN OF  
13 SAID LOT 2, A DISTANCE OF 270 FEET, MORE OR LESS, TO THE  
14 NORTHEAST CORNER OF LANDS HERETOFORE CONVEY TO SOUTH CENTRAL  
15 BELL, BALDWIN COUNTY TAX PARCEL NUMBER 32-09-30-4-000-006.000;  
16 THENCE RUN SOUTH, ALONG THE WEST MARGIN OF SAID LOT 2 AND  
17 ALONG LANDS HERETOFORE CONVEYED TO SPANISH FORT UNITED  
18 METHODIST CHURCH BY THAT INSTRUMENT RECORDED AT REAL PROPERTY  
19 BOOK 549, PAGE 914, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA,  
20 A DISTANCE OF 160.00 FEET, MORE OR LESS, TO THE SOUTHEAST  
21 CORNER OF LANDS OF SOUTH CENTRAL BELL, BALDWIN COUNTY TAX  
22 PARCEL NUMBER 32-09-30-4-000-006.000; THENCE RUN WEST, ALONG  
23 THE NORTH LINE OF SAID SPANISH FORT UNITED METHODIST CHURCH  
24 LANDS, A DISTANCE OF 270.00 FEET, MORE OR LESS, TO THE EAST  
25 MARGIN OF U.S. HIGHWAY 98; THENCE RUN NORTH, ALONG SAID U.S.

1 HIGHWAY 98, A DISTANCE OF 160.00 FEET, MORE OR LESS, TO THE  
2 POINT OF BEGINNING.

3 ANNEXATION PARCEL 7:

4 FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER  
5 OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY,  
6 ALABAMA; RUN THENCE NORTH 00°10'06" WEST, 1040.79 FEET TO A  
7 POINT; THENCE RUN SOUTH 89° 49' 54" WEST, 30.0 FEET TO A POINT  
8 ON THE WEST RIGHT-OF-WAY OF WAYSIDE DRIVE; THENCE RUN NORTH  
9 00° 10' 06" WEST, ALONG SAID WEST RIGHT OF WAY AND THE EAST  
10 LINE OF STAGE COACH RIDGE AS RECORDED IN MAP BOOK 10, PAGE 98  
11 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY,  
12 ALABAMA, 357.26 FEET TO A STEEL ROD ON THE NORTH RIGHT-OF-WAY  
13 OF HUCKLEBERRY LANE; THENCE RUN NORTH 89° 39' 28" WEST, ALONG  
14 SAID NORTH RIGHT-OF-WAY, 183.26 FEET TO A STEEL ROD FOR THE  
15 POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE  
16 CONTINUE NORTH 89° 39' 28" WEST, ALONG SAID NORTH  
17 RIGHT-OF-WAY, 674.11 FEET TO AN IRON PIPE; THENCE RUN NORTH  
18 00° 51' 41" EAST, 338.24 FEET TO AN IRON PIPE; THENCE RUN  
19 SOUTH 89° 48' 39" EAST, 670.02 FEET TO AN IRON PIPE; THENCE  
20 RUN SOUTH 00° 26' 37" EAST, 144.36 FEET TO A 4" STEEL POST;  
21 THENCE RUN SOUTH 00° 32' 29" WEST. 196.10 FEET TO THE POINT OF  
22 BEGINNING, CONTAINING 5.23 ACRES, MORE OR LESS.

23 (DESCRIPTION COPIED FROM INSTRUMENT 879369, PROBATE  
24 RECORDS, BALDWIN COUNTY, ALABAMA).

25 ANNEXATION PARCEL 8:

1           COMMENCE AT THE NORTHEAST CORNER OF SECTION 32,  
2   TOWNSHIP 4 SOUTH, RANGE 2 EAST AND RUN THENCE SOUTH 00 DEGREES  
3   56 MINUTES 23 SECONDS WEST, A DISTANCE OF 790.13 FEET TO THE  
4   NORTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10; THENCE RUN SOUTH  
5   81 DEGREES 30 MINUTES 38 SECONDS WEST, ALONG SAID INTERSTATE  
6   HIGHWAY 10, A DISTANCE OF 848.37 FEET TO THE POINT OF  
7   BEGINNING: THENCE RUN SOUTH 81 DEGREES 30 MINUTES 38 SECONDS  
8   WEST, ALONG SAID INTERSTATE HIGHWAY 10, A DISTANCE OF 58.41  
9   FEET; THENCE RUN SOUTH 73 DEGREES 49 MINUTES 44 SECONDS WEST,  
10   ALONG SAID INTERSTATE HIGHWAY 10, A DISTANCE OF 445.90 FEET;  
11   THENCE RUN SOUTH 86 DEGREES 48 MINUTES 08 SECONDS WEST, ALONG  
12   SAID INTERSTATE HIGHWAY 10, A DISTANCE OF 457 FEET, MORE OR  
13   LESS, TO THE EXISTING CORPORATE LIMITS OF THE CITY OF SPANISH  
14   FORT, ALABAMA, HERETOFORE DESCRIBED IN ORDINANCE NO. 339-2008;  
15   THENCE RUN NORTH 13 DEGREES 19 MINUTES 35 SECONDS WEST, ALONG  
16   THE SAID CORPORATE LIMITS OF THE CITY OF SPANISH FORT,  
17   ALABAMA, A DISTANCE OF 1086 FEET, MORE OR LESS; THENCE RUN  
18   NORTH 89 DEGREES 39 MINUTES 10 SECONDS EAST, ALONG THE SAID  
19   CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA, A  
20   DISTANCE OF 303 FEET, MORE OR LESS, TO THE EAST MARGIN OF  
21   LANDS HERETOFORE CONVEYED TO ALABAMA EDUCATIONAL TELEVISION  
22   COMMISSION, RECORDED AT REAL PROPERTY BOOK 662, PAGE 934;  
23   THENCE ALONG THE EAST MARGIN OF SAID ALABAMA EDUCATIONAL  
24   TELEVISION COMMISSION LANDS THE FOLLOWING COURSES; SOUTH 48  
25   DEGREES 17 MINUTES 49 SECONDS EAST, A DISTANCE OF 273.25 FEET;

1 SOUTH 48 DEGREES 55 MINUTES 22 SECONDS EAST, A DISTANCE OF  
2 263.34 FEET; SOUTH 30 DEGREES 59 MINUTES 34 SECONDS EAST, A  
3 DISTANCE OF 144.94 FEET; SOUTH 57 DEGREES 15 MINUTES 17  
4 SECONDS EAST, A DISTANCE OF 276.05 FEET; SOUTH 41 DEGREES 35  
5 MINUTES 31 SECONDS EAST, A DISTANCE OF 146.10 FEET; SOUTH 27  
6 DEGREES 12 MINUTES 16 SECONDS EAST, A DISTANCE OF 182.77 FEET  
7 TO THE POINT OF BEGINNING.

8 ANNEXATION PARCEL 9:

9 BEGINNING AT THE NORTHWEST CORNER OF LOT 6 OF  
10 SPANISH OAKS SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF,  
11 RECORDED AT SLIDE 1179-B, PROBATE RECORDS, BALDWIN COUNTY,  
12 ALABAMA AND RUN THENCE ALONG THE NORTH, EAST, SOUTH AND WEST  
13 MARGINS OF SAID SUBDIVISION THE FOLLOWING COURSES; NORTH 89  
14 DEGREES 59 MINUTES 04 SECONDS EAST, A DISTANCE OF 422.00 FEET,  
15 MORE OR LESS; SOUTH 00 DEGREES 04 MINUTES 00 SECONDS WEST, A  
16 DISTANCE OF 721.00 FEET, MORE OR LESS; SOUTH 89 DEGREES 59  
17 MINUTES 04 SECONDS WEST, A DISTANCE OF 392.00 FEET, MORE OR  
18 LESS, TO THE EAST MARGIN OF SPANISH OAKS DRIVE WEST; THENCE  
19 RUN NORTH, ALONG THE EAST MARGIN OF SAID SPANISH OAKS DRIVE  
20 WEST, A DISTANCE OF 412 FEET, MORE OR LESS; THENCE RUN WEST, A  
21 DISTANCE OF 30 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF  
22 LOT 6 OF SAID SPANISH OAKS SUBDIVISION; THENCE NORTH 00  
23 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 309.00, MORE  
24 OR LESS, FEET TO THE POINT OF BEGINNING.

25 ANNEXATION PARCEL 10

1           COMMENCE AT THE NORTHWEST CORNER SECTION 26,  
2   TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND  
3   RUN THENCE EASTERLY, A DISTANCE OF 85 FEET, MORE OR LESS;  
4   THENCE RUN SOUTHERLY, A DISTANCE OF 20 FEET, MORE OR LESS, TO  
5   THE SOUTH MARGIN OF U.S. HIGHWAY 31 FOR THE POINT OF  
6   BEGINNING: THENCE RUN EASTERLY, ALONG THE SOUTH MARGIN OF SAID  
7   U.S. HIGHWAY 31, A DISTANCE OF 646 FEET, MORE OR LESS, TO THE  
8   NORTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO THOMPSON  
9   TRACTOR COMPANY, INC., RECORDED AT REAL PROPERTY BOOK 285,  
10   PAGE 1244, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE  
11   RUN SOUTHEASTERLY, A DISTANCE OF 823 FEET, MORE OR LESS, TO  
12   THE SOUTHEAST CORNER OF LANDS OF SAID THOMPSON TRACTOR  
13   COMPANY, INC.; THENCE RUN WESTERLY, A DISTANCE OF 680 FEET,  
14   MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS OF TECHNICAL  
15   SPECIALTIES, INC., RECORDED AT REAL PROPERTY BOOK 677, PAGE  
16   1726, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN  
17   SOUTHEASTERLY, ALONG THE EAST LINE OF LANDS OF SAID TECHNICAL  
18   SPECIALTIES, INC., A DISTANCE OF 313 FEET, MORE OR LESS;  
19   THENCE RUN SOUTHEASTERLY, ALONG THE EAST LINE OF LANDS OF SAID  
20   TECHNICAL SPECIALTIES, INC., A DISTANCE OF 50 FEET, MORE OR  
21   LESS, TO THE NORTHWEST CORNER OF LANDS HERETOFORE CONVEYED TO  
22   DOWNTOWN INVESTMENT PROPERTIES, LLC, RECORDED AT INSTRUMENT  
23   NUMBER 1003033, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA;  
24   COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY, ALONG THE WEST LINE  
25   OF LANDS OF SAID DOWNTOWN INVESTMENT PROPERTIES, LLC, A



1 DISTANCE OF 159 FEET, MORE OR LESS; THENCE RUN SOUTHEASTERLY,  
2 ALONG THE WEST LINE OF LANDS OF SAID DOWNTOWN INVESTMENT  
3 PROPERTIES, LLC, A DISTANCE OF 29.74 FEET, MORE OR LESS, TO  
4 THE SOUTHERN POINT OF SAID DOWNTOWN INVESTMENT PROPERTIES,  
5 LLC; THENCE RUN SOUTHEASTERLY, A DISTANCE OF 124 FEET, MORE OR  
6 LESS, TO THE NORTH MARGIN OF LANDS HERETOFORE CONVEYED TO  
7 EASTERN SHORE CENTRE I, LLC, RECORDED AT INSTRUMENT 794153,  
8 PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EASTERLY,  
9 A DISTANCE OF 9 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF  
10 LANDS OF SAID EASTERN SHORE CENTRE I, LLC; THENCE RUN  
11 SOUTHEASTERLY, A DISTANCE OF 196 FEET, MORE OR LESS, TO THE  
12 NORTH MARGIN OF EASTER SHORE DRIVE; THENCE RUN SOUTHWESTERLY  
13 AND WESTERLY, ALONG SAID EASTERN SHORE DRIVE, A DISTANCE OF  
14 652 FEET, MORE OR LESS, TO THE EAST MARGIN OF ALABAMA HIGHWAY  
15 181; THENCE RUN NORTHERLY, ALONG THE EAST MARGIN OF SAID  
16 ALABAMA HIGHWAY 181, A DISTANCE OF 1582 FEET, MORE OR LESS;  
17 THENCE RUN NORTHEASTERLY, A DISTANCE OF 81 FEET, MORE OR LESS  
18 TO THE POINT OF BEGINNING.

19 ANNEXATION PARCEL 11

20 COMMENCE AT THE NORTHWEST CORNER SECTION 26,  
21 TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND  
22 RUN THENCE EASTERLY, A DISTANCE OF 85 FEET, MORE OR LESS;  
23 THENCE RUN SOUTHERLY, A DISTANCE OF 20 FEET, MORE OR LESS, TO  
24 THE SOUTH MARGIN OF U.S. HIGHWAY 31; THENCE RUN EASTERLY,  
25 ALONG THE SOUTH MARGIN OF SAID U.S. HIGHWAY 31, A DISTANCE OF

1 785 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS  
2 HERETOFORE CONVEYED TO CHRIS L. CHAMBERS, RECORDED AT  
3 INSTRUMENT 632061, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA  
4 FOR THE POINT OF BEGINNING: CONTINUE THENCE EASTERLY, ALONG  
5 SAID U.S. HIGHWAY 31, A DISTANCE OF 688 FEET, MORE OR LESS, TO  
6 THE NORTHEAST CORNER OF LAND HERETOFORE CONVEYED TO THOMAS  
7 KILGOAR, RECORDED AT REAL PROPERTY BOOK 296, PAGE 1792,  
8 PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND THE WEST MARGIN  
9 OF EASTERN SHORE BOULEVARD; THENCE RUN SOUTHERLY, ALONG SAID  
10 EASTERN SHORE BOULEVARD, A DISTANCE OF 423 FEET, MORE OR LESS,  
11 TO THE SOUTHEAST CORNER OF LANDS OF SAID THOMAS KILGOAR;  
12 THENCE RUN WESTERLY, A DISTANCE OF 231 FEET, MORE OR LESS, TO  
13 THE SOUTHWEST CORNER OF LANDS OF SAID THOMAS KILGOAR; THENCE  
14 RUN NORTHERLY, A DISTANCE OF 106 FEET, MORE OR LESS, TO THE  
15 SOUTHEAST CORNER OF LANDS HERETOFORE CONVEYED JOE DANNER,  
16 RECORDED AT INSTRUMENT 1126521, PROBATE RECORDS, BALDWIN  
17 COUNTY, ALABAMA; THENCE RUN WESTERLY, A DISTANCE OF 352 FEET,  
18 MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS OF SAID JOE  
19 DANNER; THENCE RUN NORTHWESTERLY, A DISTANCE OF 341 FEET, MORE  
20 OR LESS TO THE POINT OF BEGINNING.

21 ANNEXATION PARCEL 12

22 COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST  
23 QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN  
24 COUNTY, ALABAMA, THE POINT OF BEGINNING AND RUN THENCE  
25 NORTHERLY, ALONG THE SOUTHWEST QUARTER OF SAID SECTION 25, A

1 DISTANCE OF 1323 FEET, MORE OR LESS, TO THE NORTHEAST CORNER  
2 OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25;  
3 THENCE RUN WESTERLY, ALONG THE NORTH LINE OF THE SOUTH HALF OF  
4 THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2593  
5 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTH HALF  
6 OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE RUN  
7 NORTHERLY, ALONG THE WEST MARGIN OF SAID SECTION 25, A  
8 DISTANCE OF 683 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF  
9 THE SOUTHEAST QUARTER OF THE NORTHEAST OF THE SOUTHEAST  
10 QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 2 EAST; THENCE  
11 RUN WESTERLY, A DISTANCE OF 2040 FEET, MORE OR LESS, TO THE  
12 NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST  
13 QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE  
14 RUN SOUTHERLY, A DISTANCE OF 665 FEET, MORE OR LESS, TO THE  
15 NORTH MARGIN OF LANDS HERETOFORE CONVEYED TO LIANNA NASH,  
16 RECORDED AT INSTRUMENT 1302408, PROBATE RECORDS, BALDWIN  
17 COUNTY, ALABAMA; THENCE RUN WESTERLY, A DISTANCE OF 996 FEET,  
18 MORE OR LESS, TO THE NORTHWEST CORNER OF LAND OF SAID LIANNA  
19 NASH; THENCE RUN SOUTHEASTERLY, ALONG THE WEST MARGIN OF LANDS  
20 OF SAID LIANNA NASH, A DISTANCE 953 FEET, MORE OR LESS, TO THE  
21 NORTH MARGIN OF INTERSTATE HIGHWAY 10; THENCE RUN  
22 SOUTHEASTERLY, ALONG THE NORTH MARGIN OF SAID INTERSTATE 10, A  
23 DISTANCE OF 5320 FEET, MORE OR LESS, TO THE INTERSECTION OF  
24 THE EAST MARGIN OF THE NORTHWEST QUARTER OF SECTION 36,  
25 TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA;

1        THENCE RUN NORTHERLY, ALONG THE EAST MARGIN OF THE NORTHWEST  
2        QUARTER OF SAID SECTION 36, A DISTANCE OF 430 FEET, MORE OR  
3        LESS, TO THE POINT OF BEGINNING.

4                ANNEXATION PARCEL 13

5                COMMENCE AT THE NORTHEAST CORNER OF SECTION 25,  
6        TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, THE  
7        POINT OF BEGINNING AND RUN THENCE WESTERLY, ALONG THE NORTH  
8        MARGIN OF SAID SECTION 25, A DISTANCE OF 26 FEET, MORE OR  
9        LESS, TO THE WEST MARGIN OF STROH ROAD; THENCE RUN NORTHERLY,  
10       ALONG SAID STROH ROAD, A DISTANCE OF 277 FEET, MORE OR LESS,  
11       TO THE SOUTH MARGIN OF U.S. HIGHWAY 31; THENCE RUN  
12       SOUTHWESTERLY AND WESTERLY, ALONG SAID U.S. HIGHWAY 31, A  
13       DISTANCE OF 7132 FEET, MORE OR LESS, TO THE NORTHEAST CORNER  
14       OF LANDS HERETOFORE CONVEYED TO THE SPANISH FORT VOLUNTEER  
15       FIRE AND CIVIL DEFENSE DEPARTMENT, INC., RECORDED AT  
16       INSTRUMENT 501694, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA;  
17       THENCE RUN SOUTHERLY, A DISTANCE OF 130 FEET, MORE OR LESS, TO  
18       THE SOUTHEAST CORNER OF LANDS OF SAID SPANISH FORT VOLUNTEER  
19       FIRE AND CIVIL DEFENSE DEPARTMENT, INC.; THENCE RUN WESTERLY,  
20       A DISTANCE OF 80 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER  
21       OF LANDS OF SAID SPANISH FORT VOLUNTEER FIRE AND CIVIL DEFENSE  
22       DEPARTMENT, INC.; THENCE RUN NORTHERLY, A DISTANCE OF 130  
23       FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS OF SAID  
24       SPANISH FORT VOLUNTEER FIRE AND CIVIL DEFENSE DEPARTMENT, INC.  
25       AND THE SOUTH MARGIN OF U.S. HIGHWAY 31; THENCE RUN WESTERLY,

1 ALONG THE SOUTH MARGIN OF SAID U.S. HIGHWAY 31, A DISTANCE OF  
2 1162 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS  
3 HERETOFORE CONVEYED TO NEW LIFE ASSEMBLY OF GOD, INC.,  
4 RECORDED AT INSTRUMENT 619356, PROBATE RECORDS, BALDWIN  
5 COUNTY, ALABAMA; THENCE RUN SOUTHERLY, A DISTANCE OF 762 FEET,  
6 MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS HERETOFORE  
7 CONVEYED TO THE UTILITIES BOARD OF THE CITY OF FOLEY, RECORDED  
8 AT INSTRUMENT 1148417, PROBATE RECORDS, BALDWIN COUNTY,  
9 ALABAMA; THENCE RUN EASTERLY, A DISTANCE OF 390 FEET, MORE OR  
10 LESS, TO THE SOUTHEAST CORNER OF LANDS OF SAID UTILITIES BOARD  
11 OF THE CITY OF FOLEY AND THE WEST MARGIN OF OLD HIGHWAY 31;  
12 THENCE RUN SOUTHERLY, ALONG THE WEST MARGIN OF SAID OLD  
13 HIGHWAY 31, A DISTANCE OF 77 FEET, MORE OR LESS; THENCE RUN  
14 SOUTHEASTERLY, ALONG THE WEST MARGIN OF SAID OLD HIGHWAY 31, A  
15 DISTANCE OF 10 FEET, MORE OR LESS; THENCE RUN SOUTHERLY, ALONG  
16 THE WEST MARGIN OF SAID OLD HIGHWAY 31, A DISTANCE OF 127  
17 FEET, MORE OR LESS; THENCE RUN SOUTHEASTERLY, ALONG THE WEST  
18 MARGIN OF SAID OLD HIGHWAY 31, A DISTANCE OF 16 FEET, MORE OR  
19 LESS; THENCE RUN SOUTHERLY, ALONG THE WEST MARGIN OF SAID OLD  
20 HIGHWAY 31 AND THE WEST MARGIN OF LANDS HERETOFORE CONVEYED TO  
21 WILLIAM SCHULER, RECORDED AT REAL PROPERTY BOOK 392, PAGE  
22 1093, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF  
23 291 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LANDS OF  
24 SAID WILLIAM SCHULER; THENCE RUN EASTERLY, A DISTANCE OF 445  
25 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS

1 HERETOFORE CONVEYED TO GASTON FUQUA, RECORDED AT DEED BOOK  
2 464, PAGE 610, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA;  
3 THENCE RUN NORTHEASTERLY, A DISTANCE OF 26 FEET, MORE OR LESS,  
4 TO THE NORTHEAST CORNER OF LANDS OF SAID GASTON FUQUA AND THE  
5 SOUTH MARGIN OF SAID OLD HIGHWAY 31; THENCE RUN SOUTHEASTERLY,  
6 ALONG SAID OLD HIGHWAY 31, A DISTANCE OF 271 FEET, MORE OR  
7 LESS, TO THE NORTHWEST CORNER OF LANDS HERETOFORE CONVEYED TO  
8 MALBIS PLANTATION, INC., RECORDED IN DEED BOOK 379, PAGE 726,  
9 PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN  
10 SOUTHERLY, A DISTANCE OF 1217 FEET, MORE OR LESS, TO THE  
11 SOUTHWEST CORNER OF LANDS OF SAID MABLIS PLANTATION, INC.;  
12 THENCE RUN EASTERLY, A DISTANCE OF 2037, FEET, MORE OR LESS,  
13 TO THE SOUTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO IRMA  
14 DAVISON, RECORDED AT DEED BOOK 430, PAGE 101, PROBATE RECORDS,  
15 BALDWIN COUNTY, ALABAMA; THENCE RUN NORTHERLY, A DISTANCE OF  
16 1380 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS OF  
17 SAID IRMA DAVISON AND THE SOUTH MARGIN OF SAID OLD HIGHWAY 31;  
18 THENCE RUN NORTHEASTERLY, ALONG SAID OLD HIGHWAY 31, A  
19 DISTANCE OF 314 FEET, MORE OR LESS, TO THE WEST MARGIN OF SGT  
20 E I "BOOTS" THOMAS DRIVE; THENCE RUN SOUTHERLY AND  
21 SOUTHEASTERLY, ALONG THE WEST MARGIN OF SAID SGT E I "BOOTS"  
22 THOMAS DRIVE, A DISTANCE OF 1968 FEET, MORE OR LESS, TO THE  
23 NORTHEAST CORNER OF LOT 14 OF I-10 COMMERCE CENTER, PHASE ONE,  
24 SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT  
25 SLIDE 2303-E AND SLIDE 2303-F, PROBATE RECORDS, BALDWIN

1 COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY, NORTHEASTERLY AND  
2 NORTHWESTERLY, ALONG THE SOUTH AND EAST MARGINS OF SAID SGT E  
3 I "BOOTS" THOMAS DRIVE, A DISTANCE OF 750 FEET, MORE OR LESS,  
4 TO THE SOUTHWEST CORNER OF LOT 13 OF SAID COMMERCE CENTER,  
5 PHASE ONE, SUBDIVISION; THENCE RUN NORTHWESTERLY AND  
6 NORTHERLY, ALONG THE EAST MARGIN OF SAID SGT E I "BOOTS"  
7 THOMAS DRIVE, A DISTANCE OF 1832 FEET, MORE OR LESS, TO THE  
8 SOUTH MARGIN OF SAID OLD HIGHWAY 31; THENCE RUN NORTHEASTERLY,  
9 ALONG THE SOUTH MARGIN OF SAID OLD HIGHWAY 31, A DISTANCE OF  
10 895 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS  
11 HERETOFORE CONVEYED TO RGGS LAND AND MINERALS LTD LP, RECORDED  
12 AT INSTRUMENT 805706, PROBATE RECORDS, BALDWIN COUNTY,  
13 ALABAMA; THENCE RUN SOUTHERLY, A DISTANCE OF 1209 FEET, MORE  
14 OR LESS, TO THE SOUTHWEST CORNER OF LANDS OF SAID RGGS LAND  
15 AND MINERALS LTD LP; THENCE RUN EASTERLY, A DISTANCE OF 1259  
16 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS OF SAID  
17 RGGS LAND AND MINERALS LTD LP AND THE WEST MARGIN OF LEE ROAD;  
18 THENCE RUN SOUTHERLY, ALONG THE WEST MARGIN OF SAID LEE ROAD,  
19 A DISTANCE OF 544 FEET, MORE OR LESS, TO THE EAST AND WEST  
20 HALF SECTION LINE OF SAID SECTION 25; THENCE RUN EASTERLY,  
21 ALONG THE EAST AND WEST HALF SECTION LINE OF SAID SECTION 25,  
22 A DISTANCE OF 80 FEET, MORE OR LESS, TO THE EAST MARGIN OF  
23 SAID LEE ROAD; THENCE RUN NORTHERLY, ALONG THE EAST MARGIN OF  
24 SAID LEE ROAD, A DISTANCE OF 1002 FEET, MORE OR LESS, TO THE  
25 SOUTHWEST CORNER OF LANDS HERETOFORE CONVEYED TO JOHN WHITE,

1 RECORDED AT INSTRUMENT 1144620, PROBATE RECORDS, BALDWIN  
2 COUNTY, ALABAMA; THENCE RUN EASTERLY, A DISTANCE OF 733 FEET,  
3 MORE OR LESS, TO THE SOUTHEAST CORNER OF LANDS OF SAID JOHN  
4 WHITE; THENCE RUN NORTHERLY, A DISTANCE OF 247 FEET, MORE OR  
5 LESS, TO THE NORTHEAST CORNER OF LANDS OF SAID JOHN WHITE;  
6 THENCE RUN NORTHWESTERLY, ALONG LANDS HERETOFORE CONVEYED TO  
7 JOHN WHITE, RECORDED AT REAL PROPERTY BOOK 693, PAGE 1104,  
8 PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 78  
9 FEET, MORE OR LESS; THENCE RUN NORTHWESTERLY, ALONG LANDS OF  
10 SAID JOHN WHITE, A DISTANCE OF 165 FEET, MORE OR LESS; THENCE  
11 RUN NORTHWESTERLY, ALONG LANDS OF SAID JOHN WHITE, A DISTANCE  
12 OF 141 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS OF  
13 SAID JOHN WHITE; THENCE RUN WESTERLY, ALONG LANDS OF SAID JOHN  
14 WHITE, A DISTANCE OF 223 FEET, MORE OR LESS; THENCE RUN  
15 WESTERLY, ALONG LANDS OF SAID JOHN WHITE, A DISTANCE OF 250  
16 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS OF SAID  
17 JOHN WHITE AND THE EAST MARGIN OF SAID LEE ROAD; THENCE RUN  
18 NORTHWESTERLY, ALONG THE EAST MARGIN OF SAID LEE ROAD, A  
19 DISTANCE OF 779 FEET, MORE OR LESS, TO THE SOUTH MARGIN OF  
20 SAID OLD HIGHWAY 31; THENCE RUN NORTHEASTERLY, ALONG THE SOUTH  
21 MARGIN OF SAID OLD HIGHWAY 31, A DISTANCE OF 264 FEET, MORE OR  
22 LESS, TO THE NORTHWEST CORNER OF WHISPER WOODS SUBDIVISION,  
23 PHASE 1A, AS SHOWN BY MAP OR PLAT THEREOF RECORD OF SLIDE  
24 1968-A AND SLIDE 1968-B, PROBATE RECORDS, BALDWIN COUNTY,  
25 ALABAMA; THENCE RUN SOUTHEASTERLY, ALONG THE WEST MARGIN OF



1 SAID WHISPER WOODS SUBDIVISION, PHASE 1A, A DISTANCE OF 390  
2 FEET, MORE OR LESS; THENCE RUN SOUTHEASTERLY, ALONG THE WEST  
3 MARGIN OF SAID WHISPER WOODS SUBDIVISION, PHASE 1A, AND THE  
4 WEST MARGIN OF WHISPER WOODS SUBDIVISION, PHASE 2A, AS SHOWN  
5 BY MAP OR PLAT THEREOF RECORD OF SLIDE 2094-C, PROBATE  
6 RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 888 FEET, MORE  
7 OR LESS; THENCE RUN SOUTHEASTERLY, ALONG THE WEST MARGIN OF  
8 SAID WHISPER WOODS SUBDIVISION, PHASE 2A, A DISTANCE OF 136  
9 FEET, MORE OR LESS; THENCE RUN SOUTHERLY, ALONG THE WEST  
10 MARGIN OF SAID WHISPER WOODS SUBDIVISION, PHASE 2A, A DISTANCE  
11 OF 219 FEET, MORE OR LESS; THENCE RUN SOUTHEASTERLY, ALONG THE  
12 WEST MARGIN OF SAID WHISPER WOODS SUBDIVISION, PHASE 2A, A  
13 DISTANCE OF 7 FEET, MORE OR LESS; THENCE RUN SOUTH, A DISTANCE  
14 OF 1180 FEET, MORE OR LESS, TO THE SOUTH MARGIN OF THE  
15 NORTHEAST QUARTER OF SAID SECTION 25; THENCE RUN EASTERLY,  
16 ALONG THE SOUTH MARGIN OF THE NORTHEAST QUARTER OF SAID  
17 SECTION 25, A OF DISTANCE 1493 FEET, MORE OR LESS, TO THE  
18 SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25;  
19 THENCE RUN NORTH, ALONG THE EAST MARGIN OF SAID SECTION 25, A  
20 DISTANCE OF 2647, MORE OR LESS, TO THE POINT OF BEGINNING.

21 LESS AND EXCEPTING LANDS OF SPANISH FORT WATER  
22 SYSTEM INC., RECORDED IN INSTRUMENT 1114574, PROBATE RECORDS,  
23 BALDWIN COUNTY, ALABAMA AND LOT 1A AND LOT 1B, I-10,  
24 RESUBDIVISION OF LOT 1 OF I-10 COMMERCE CENTER EXTENSION, AS  
25 SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2500-D,

1 PROBATE RECORDS, BALDWIN COUNTY, ALABAMA. SAID LANDS OF THE  
2 CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

3 ANNEXATION PARCEL 14

4 COMMENCE AT THE SOUTHEAST CORNER OF WOODSIDE  
5 BUSINESS PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF  
6 RECORDED AT SLIDE 2421-F, PROBATE RECORDS, BALDWIN COUNTY,  
7 ALABAMA, THE POINT OF BEGINNING AND RUN THENCE WESTERLY, A  
8 DISTANCE OF 476.75 FEET TO THE SOUTHWEST CORNER OF SAID  
9 WOODSIDE BUSINESS PARK AND THE SOUTHEAST CORNER OF LOT 13 OF  
10 CAMBRON SUBDIVISION, PHASE ONE, AS SHOWN BY MAP OR PLAT  
11 THEREOF, RECORDED AT SLIDE 2307-A AND SLIDE 2307-B, PROBATE  
12 RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN ALONG THE  
13 EXTERIOR OF SAID CAMBRON SUBDIVISION, PHASE 1 THE FOLLOWING  
14 COURSES; WESTERLY, A DISTANCE OF 1308.20 FEET TO THE SOUTHWEST  
15 CORNER OF LOT 24; NORTHERLY, A DISTANCE OF 175.92 FEET TO THE  
16 NORTHWEST CORNER OF LOT 24; NORTHWESTERLY, A DISTANCE OF 54.38  
17 FEET TO THE SOUTHWEST CORNER OF LOT 25; NORTHERLY, A DISTANCE  
18 OF 150.00 FEET TO THE NORTHWEST CORNER OF LOT 25; EASTERLY, A  
19 DISTANCE OF 477.12 FEET TO THE SOUTHWEST CORNER OF LOT 55;  
20 NORTHERLY, A DISTANCE OF 972.30 FEET TO THE NORTHWEST CORNER  
21 OF LOT 63; NORTHWESTERLY, A DISTANCE OF 61.73 FEET TO THE  
22 SOUTHWEST CORNER OF LOT 64; NORTHERLY, A DISTANCE OF 154.71  
23 FEET TO THE NORTHWEST CORNER OF LOT 64; EASTERLY, A DISTANCE  
24 OF 502.19 FEET TO THE NORTHEAST CORNER OF LOT 68; NORTHERLY, A  
25 DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 70;

1       EASTERLY, A DISTANCE OF 209.74 FEET TO THE WEST MARGIN OF LOT  
2       71; NORTHERLY, A DISTANCE OF 24.43 FEET TO THE NORTHWEST  
3       CORNER OF LOT 71; EASTERLY, A DISTANCE OF 156.68 FEET TO THE  
4       NORTHEAST CORNER OF LOT 71; SOUTHERLY, A DISTANCE OF 209.25  
5       FEET TO THE NORTH MARGIN OF CAMBRON TRAIL; THENCE RUN  
6       EASTERLY, ALONG THE NORTH MARGIN OF SAID CAMBRON TRAIL, A  
7       DISTANCE OF 150 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF  
8       LANDS HERETOFORE CONVEYED TO CAMBRON INVESTMENTS, LLC,  
9       RECORDED IN INSTRUMENT 844353, PROBATE RECORDS, BALDWIN  
10      COUNTY, ALABAMA; THENCE RUN NORTHERLY, A DISTANCE OF 561 FEET,  
11      MORE OR LESS, TO THE NORTHWEST CORNER OF LANDS OF SAID CAMBRON  
12      INVESTMENTS, LLC; THENCE RUN EASTERLY, ALONG THE NORTH MARGIN  
13      OF LANDS OF SAID CAMBRON INVESTMENTS, LLC, A DISTANCE OF 533  
14      FEET, MORE OR LESS, TO THE WEST MARGIN OF U.S.HIGHWAY 31;  
15      THENCE RUN SOUTHWESTERLY, ALONG SAID U.S. HIGHWAY 31, A  
16      DISTANCE 2001 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

17               ANNEXATION PARCEL 15

18              LOT 20 OF CAMBRON SUBDIVISION, PHASE TWO, AS SHOWN  
19      BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2378-A, SLIDE 2378-B  
20      AND SLIDE 2378-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

21               ANNEXATION PARCEL 16

22              LOT 24 AND LOT 25 OF CAMBRON SUBDIVISION, PHASE TWO,  
23      AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2378-A,  
24      SLIDE 2378-B AND SLIDE 2378-C, PROBATE RECORDS, BALDWIN  
25      COUNTY, ALABAMA.

1 ANNEXATION PARCEL 17

2 LOT 36 OF CAMBRON SUBDIVISION, PHASE TWO, AS SHOWN  
3 BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2378-A, SLIDE 2378-B  
4 AND SLIDE 2378-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

5 ANNEXATION PARCEL 18

6 LOT 95 OF CAMBRON SUBDIVISION, PHASE TWO, AS SHOWN  
7 BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2378-A, SLIDE 2378-B  
8 AND SLIDE 2378-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

9 ANNEXATION PARCEL 19

10 LOT 66 OF CAMBRON SUBDIVISION, PHASE TWO, AS SHOWN  
11 BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2378-A, SLIDE 2378-B  
12 AND SLIDE 2378-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

13 ANNEXATION PARCEL 20

14 LOT 81 AND LOT 82 OF CAMBRON SUBDIVISION, PHASE TWO,  
15 AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2378-A,  
16 SLIDE 2378-B AND SLIDE 2378-C, PROBATE RECORDS, BALDWIN  
17 COUNTY, ALABAMA.

18 ANNEXATION PARCEL 21

19 COMMENCE AT THE NORTHEAST CORNER OF SECTION 24,  
20 TOWNSHIP 4 SOUTH, RANGE 2 EAST AND RUN THENCE SOUTHERLY, ALONG  
21 THE EAST MARGIN OF SAID SECTION 24, A DISTANCE OF 1320 FEET,  
22 MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER  
23 OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE RUN  
24 WESTERLY, ALONG THE SOUTH MARGIN OF THE NORTHEAST QUARTER OF  
25 THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1320

1 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE NORTHEAST  
2 QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE  
3 RUN NORTHERLY, ALONG THE WEST MARGIN OF THE NORTHEAST QUARTER  
4 OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF  
5 1320 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE  
6 NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24;  
7 THENCE RUN NORTHERLY, ALONG THE WEST MARGIN OF THE SOUTH HALF  
8 OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION  
9 13, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, A  
10 DISTANCE OF 660 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF  
11 THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST  
12 QUARTER OF SAID SECTION 13; THENCE RUN EASTERLY, ALONG THE  
13 NORTH MARGIN OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE  
14 SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1320 FEET,  
15 MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE  
16 SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13;  
17 THENCE RUN SOUTHERLY, ALONG THE EAST MARGIN OF THE SOUTH HALF  
18 OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID  
19 SECTION 13, A DISTANCE OF 660 FEET, MORE OR LESS, TO THE POINT  
20 OF BEGINNING.

21 ANNEXATION PARCEL 22

22 COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST  
23 QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 4  
24 SOUTH, RANGE 2 EAST, BALDWIN COUNTY ALABAMA, THE POINT OF  
25 BEGINNING AND RUN THENCE SOUTHERLY, A DISTANCE OF 1320 FEET,

1 MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER  
2 OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID  
3 SECTION 13; THENCE RUN WESTERLY, A DISTANCE OF 1320 FEET, MORE  
4 OR LESS, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF  
5 THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION  
6 13; THENCE RUN NORTHERLY, A DISTANCE OF 1320 FEET, MORE OR  
7 LESS, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE  
8 SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13;  
9 THENCE RUN EASTERLY, A DISTANCE OF 1320 FEET, MORE OR LESS, TO  
10 THE POINT OF BEGINNING.

11 ANNEXATION PARCEL 23

12 COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST  
13 QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 4  
14 SOUTH, RANGE 2 EAST, BALDWIN COUNTY ALABAMA, THE POINT OF  
15 BEGINNING AND RUN THENCE NORTHERLY, A DISTANCE OF 2640 FEET,  
16 MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER  
17 OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE RUN  
18 EASTERLY, A DISTANCE OF 2640 FEET, MORE OR LESS, TO THE  
19 NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST  
20 QUARTER OF SAID SECTION 13; THENCE RUN SOUTHERLY, A DISTANCE  
21 OF 2640, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE  
22 SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13;  
23 THENCE RUN WESTERLY, A DISTANCE OF 2640 FEET TO THE POINT OF  
24 BEGINNING.

25 ANNEXATION PARCEL 24

1           COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST  
2   QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 4  
3   SOUTH, RANGE 2 EAST, BALDWIN COUNTY ALABAMA AND RUN THENCE  
4   WESTERLY, A DISTANCE OF 844 FEET, MORE OR LESS, TO THE  
5   SOUTHWEST CORNER OF LANDS HERETOFORE CONVEYED TO PROVIDENCE  
6   UNITED METHODIST CHURCH, INC. AND THE EAST MARGIN OF JIMMY  
7   FAULKNER DRIVE FOR THE POINT OF BEGINNING; THENCE RUN  
8   NORTHWESTERLY, ALONG SAID JIMMY FAULKNER DRIVE, A DISTANCE OF  
9   390 FEET, MORE OR LESS; THENCE RUN SOUTHWESTERLY, ALONG SAID  
10   JIMMY FAULKNER DRIVE, A DISTANCE OF 40 FEET, MORE OR LESS;  
11   THENCE RUN NORTHWESTERLY, ALONG SAID JIMMY FAULKNER DRIVE, A  
12   DISTANCE OF 328 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF  
13   LANDS OF SAID PROVIDENCE UNITED METHODIST CHURCH, INC; THENCE  
14   RUN WESTERLY, A DISTANCE OF 121 FEET, MORE OR LESS; TO THE  
15   WEST MARGIN OF SAID JIMMY FAULKNER DRIVE; THENCE RUN  
16   SOUTHEASTERLY, ALONG SAID JIMMY FAULKNER DRIVE, A DISTANCE OF  
17   361 FEET, MORE OR LESS; THENCE RUN SOUTHWESTERLY, ALONG SAID  
18   JIMMY FAULKNER DRIVE, A DISTANCE OF 40 FEET, MORE OR LESS;  
19   THENCE RUN SOUTHEASTERLY, ALONG SAID JIMMY FAULKNER DRIVE, A  
20   DISTANCE OF 332 FEET, MORE OR LESS; THENCE RUN EASTERLY, A  
21   DISTANCE OF 208 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

22           ANNEXATION PARCEL 25

23           COMMENCE AT THE NORTHWEST CORNER OF SECTION 21,  
24   TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND  
25   RUN THENCE SOUTHERLY, ALONG THE WEST MARGIN OF SAID SECTION

1 21, A DISTANCE OF 2661 FEET, MORE OR LESS, TO THE SOUTHWEST  
2 CORNER OF LANDS HERETOFORE CONVEYED TO MALBIS PLANTATION,  
3 INC., RECORDED AT DEED BOOK 54, PAGE 39, PROBATE RECORDS,  
4 BALDWIN COUNTY, ALABAMA; THENCE RUN EASTERLY, ALONG THE SOUTH  
5 MARGIN OF LANDS OF SAID MALBIS PLANTATION, INC., A DISTANCE OF  
6 4037 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE WEST  
7 HALF OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE RUN  
8 NORTHERLY, ALONG THE EAST MARGIN OF THE WEST HALF OF THE  
9 NORTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 2631 FEET,  
10 MORE OR LESS, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE  
11 NORTHEAST QUARTER OF SAID SECTION 21; THENCE RUN WESTERLY,  
12 ALONG THE NORTH MARGIN OF SAID SECTION 21, A DISTANCE OF 4026  
13 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

14 ANNEXATION PARCEL 26

15 LOT 8 OF SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH  
16 ADDITION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE  
17 1327-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

18 ANNEXATION PARCEL 27

19 COMMENCE AT THE SOUTHEAST CORNER OF LOT 10 OF  
20 SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION, AS SHOWN  
21 BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 1327-A, PROBATE  
22 RECORDS, BALDWIN COUNTY, ALABAMA, THE POINT OF BEGINNING AND  
23 RUN THENCE WESTERLY, ALONG SOUTH MARGIN OF LOT 10, LOT 11 AND  
24 LOT 12 OF SAID SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH  
25 ADDITION, A DISTANCE OF 464 FEET, MORE OR LESS, TO THE



1 SOUTHWEST CORNER OF LOT 12 OF SAID SPANISH FORT ESTATES  
2 SUBDIVISION, SIXTEENTH ADDITION; THENCE RUN NORTHWESTERLY,  
3 ALONG THE WEST MARGIN OF LOT 12 OF SAID SPANISH FORT ESTATES  
4 SUBDIVISION, SIXTEENTH ADDITION AND A PROJECTION THEREOF, A  
5 DISTANCE OF 195 FEET, MORE OR LESS, TO THE CENTER OF UNION  
6 PASS; THENCE RUN SOUTHWESTERLY, ALONG THE CENTER OF SAID UNION  
7 PASS, A DISTANCE OF 165 FEET, MORE OR LESS; THENCE RUN  
8 NORTHWESTERLY, ALONG THE WEST MARGIN OF LOT 4 OF SAID SPANISH  
9 FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION AND A PROJECTION  
10 THEREOF, A DISTANCE OF 186 FEET, MORE OR LESS, TO THE  
11 NORTHWEST CORNER OF LOT 4 OF SAID SPANISH FORT ESTATES  
12 SUBDIVISION, SIXTEENTH ADDITION; THENCE RUN NORTHEASTERLY,  
13 ALONG THE NORTH MARGIN OF LOT 4, LOT 5 AND LOT 6 OF SAID  
14 SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION, A  
15 DISTANCE OF 304 FEET, MORE OR LESS; THENCE RUN EASTERLY, ALONG  
16 THE NORTH MARGIN OF LOT 6 OF SAID SPANISH FORT ESTATES  
17 SUBDIVISION, SIXTEENTH ADDITION, A DISTANCE OF 49 FEET, MORE  
18 OR LESS, TO THE NORTHEAST CORNER OF LOT 6 OF SAID SPANISH FORT  
19 ESTATES SUBDIVISION, SIXTEENTH ADDITION; THENCE RUN  
20 SOUTHEASTERLY, ALONG THE EAST MARGIN OF LOT 6 OF SAID SPANISH  
21 FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION, A DISTANCE OF  
22 197 FEET, MORE OR LESS, TO THE CENTER OF UNION PASS; THENCE  
23 NORTHEASTERLY, ALONG THE CENTER OF UNION PASS, A DISTANCE OF  
24 122 FEET; THENCE RUN SOUTHEASTERLY, A DISTANCE OF 65 FEET,  
25 MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 10 OF SAID

1 SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION; THENCE  
2 RUN SOUTHEASTERLY, ALONG THE EAST MARGIN OF LOT 10 OF SAID  
3 SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION, A  
4 DISTANCE OF 264 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

5 ANNEXATION PARCEL 28

6 COMMENCE AT THE EAST CORNER OF LOT 14 OF SPANISH  
7 FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION, AS SHOWN BY MAP  
8 OR PLAT THEREOF, RECORDED AT SLIDE 1327-A, PROBATE RECORDS,  
9 BALDWIN COUNTY, ALABAMA, THE POINT OF BEGINNING AND RUN THENCE  
10 SOUTHWESTERLY, ALONG THE SOUTHEAST MARGIN OF LOT 14 OF SAID  
11 SPANISH FORT ESTATES SUBDIVISION, SIXTEENTH ADDITION AND A  
12 PROJECTION THEREOF, A DISTANCE OF 153 FEET, MORE OR LESS, TO  
13 THE CENTER OF SPANISH MAIN; THENCE RUN NORTHWESTERLY, ALONG  
14 THE CENTER OF SAID SPANISH MAIN, A DISTANCE OF 182 FEET, MORE  
15 OR LESS, TO THE INTERSECTION OF THE CENTER OF SAID SPANISH  
16 MAIN AND THE CENTER OF UNION PASS; THENCE RUN NORTHEASTERLY,  
17 ALONG THE CENTER OF SAID UNION PASS, A DISTANCE OF 211 FEET,  
18 MORE OR LESS; THENCE RUN SOUTHEASTERLY, ALONG THE NORTHEAST  
19 MARGIN OF LOT 14 OF SAID SPANISH FORT ESTATES SUBDIVISION,  
20 SIXTEENTH ADDITION AND A PROJECTION THEREOF, A DISTANCE OF 157  
21 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

22 ANNEXATION PARCEL 29

23 COMMENCE AT THE SOUTHEAST CORNER OF SECTION 24,  
24 TOWNSHIP 4 SOUTH, RANGE 1 EAST, BALDWIN COUNTY, ALABAMA, THE  
25 POINT OF BEGINNING AND RUN THENCE WESTERLY, ALONG THE SOUTH

1 MARGIN OF SAID SECTION 24, A DISTANCE OF 253 FEET, MORE OR  
2 LESS, TO THE SOUTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO  
3 HENRY JONES, RECORDED AT REAL PROPERTY BOOK 728, PAGE 1612,  
4 PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN  
5 NORTHEASTERLY, A DISTANCE OF 87 FEET, MORE OR LESS, TO THE  
6 NORTHEAST CORNER OF LANDS OF SAID HENRY JONES; THENCE RUN  
7 WESTERLY, ALONG THE NORTH MARGIN OF LANDS OF SAID HENRY JONES,  
8 A DISTANCE OF 313 FEET, MORE OR LESS, TO THE EAST MARGIN OF  
9 BAY MINETTE CREEK; THENCE RUN NORTHERLY, ALONG SAID BAY  
10 MINETTE CREEK, A DISTANCE OF 1340 FEET, MORE OR LESS, TO THE  
11 NORTH MARGIN OF LANDS HERETOFORE CONVEYED TO KEVIN SPRIGGS,  
12 RECORDED AT INSTRUMENT 946950, PROBATE RECORDS, BALDWIN  
13 COUNTY, ALABAMA; THENCE RUN EASTERLY, ALONG THE NORTH MARGIN  
14 OF LANDS OF SAID KEVIN SPRIGGS, A DISTANCE OF 403 FEET, MORE  
15 OR LESS, TO THE NORTHEAST CORNER OF LANDS OF SAID KEVIN  
16 SPRIGGS; THENCE RUN SOUTH, ALONG THE EAST MARGIN OF SAID  
17 SECTION 24, A DISTANCE OF 1362 FEET, MORE OR LESS TO THE POINT  
18 OF BEGINNING.

19 ANNEXATION PARCEL 30

20 LOT 7 OF SPANISH FORT ESTATES SUBDIVISION,  
21 FOURTEENTH ADDITION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED  
22 AT SLIDE 1153-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

23 ANNEXATION PARCEL 31

24 COMMENCE AT THE NORTH CORNER OF LOT 49 OF SPANISH  
25 FORT ESTATES SUBDIVISION, FOURTEENTH ADDITION, AS SHOWN BY MAP

1 OR PLAT THEREOF, RECORDED AT SLIDE 1153-A, PROBATE RECORDS,  
2 BALDWIN COUNTY, ALABAMA, THE POINT OF BEGINNING AND RUN THENCE  
3 ALONG THE WEST MARGIN OF SAID SPANISH FORT ESTATES  
4 SUBDIVISION, FOURTEENTH ADDITION, THE FOLLOWING COURSES; SOUTH  
5 65 DEGREES 37 MINUTES 32 SECONDS WEST, A DISTANCE OF 105.95  
6 FEET; SOUTH 36 DEGREES 30 MINUTES 40 SECONDS WEST, A DISTANCE  
7 OF 392.80 FEET; SOUTH 37 DEGREES 53 MINUTES 00 SECONDS WEST, A  
8 DISTANCE OF 213.91 FEET; SOUTH 40 DEGREES 06 MINUTES 45  
9 SECONDS WEST, A DISTANCE OF 167.50 FEET; SOUTH 24 DEGREES 00  
10 MINUTES 45 SECONDS WEST, A DISTANCE OF 136.26 FEET; SOUTH 41  
11 DEGREES 23 MINUTES 30 SECONDS WEST, A DISTANCE OF 108.45 FEET;  
12 SOUTH 33 DEGREES 24 MINUTES 30 SECONDS WEST, A DISTANCE OF  
13 329.69 FEET; SOUTH 25 DEGREES 50 MINUTES 45 SECONDS WEST, A  
14 DISTANCE OF 270.53 FEET; SOUTH 36 DEGREES 37 MINUTES 45  
15 SECONDS WEST, A DISTANCE OF 285.25 FEET; SOUTH 32 DEGREES 10  
16 MINUTES 15 SECONDS WEST, A DISTANCE OF 195.40 FEET; SOUTH 40  
17 DEGREES 52 MINUTES 00 SECONDS WEST, A DISTANCE OF 57 FEET,  
18 MORE OR LESS, TO THE SOUTH LINE OF LANDS HERETOFORE CONVEYED  
19 TO C WILLIAM BARNHILL, RECORDED AT INSTRUMENT 1265403, PROBATE  
20 RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN WESTERLY, A  
21 DISTANCE OF 76 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF  
22 LANDS OF SAID C. WILLIAM BARNHILL; NORTHERLY, ALONG THE WEST  
23 MARGIN OF LANDS OF SAID C. WILLIAM BARNHILL, A DISTANCE OF  
24 1830 FEET, MORE OR LESS, TO THE SOUTH MARGIN OF BAY MINETTE  
25 CREEK; THENCE RUN NORTHEASTERLY, ALONG THE SOUTH MARGIN OF

1 SAID BAY MINETTE CREEK, A DISTANCE OF 1187 FEET, MORE OR LESS,  
2 TO THE SOUTHWEST MARGIN OF LOT 13 OF SPANISH FORT ESTATES  
3 TWENTIETH ADDITION RESUBDIVISION OF LOTS 13 -17 SUBDIVISION,  
4 RECORDED AT SLIDE 2050-D, PROBATE RECORDS, BALDWIN COUNTY,  
5 ALABAMA; THENCE RUN SOUTHEASTERLY, ALONG SAID SPANISH FORT  
6 ESTATES TWENTIETH ADDITION RESUBDIVISION OF LOTS 13 -17  
7 SUBDIVISION, A DISTANCE OF 342 FEET, MORE OR LESS, TO THE  
8 POINT OF BEGINNING.

9 LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED  
10 ANNEXATION PARCELS 1 THROUGH 31 PREVIOUSLY ANNEXED BY ANOTHER  
11 MUNICIPALITY.

12 THE RECORDING REFERENCES SET FORTH HEREIN REFER TO  
13 RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN  
14 COUNTY, ALABAMA. THE TAX PARCEL INFORMATION REFERS TO RECORDS  
15 IN THE OFFICE OF THE REVENUE COMMISSIONER OF BALDWIN COUNTY,  
16 ALABAMA.

17 Section 2. A map showing the territory to be annexed  
18 is on file in the Office of the Judge of Probate of Baldwin  
19 County, Alabama.

20 Section 3. All territory brought within the  
21 corporate limits of the City of Spanish Fort under the  
22 provisions of this Act shall be subject to the laws and  
23 ordinances of the City, and the City Council shall have and  
24 exercise the same jurisdiction over such territory as is

1 presently exercised over the territory within the corporate  
2 limits of the City.

3           Section 4. The substantive provisions of this Act  
4 shall become operative only if the Act is approved by the  
5 qualified electors who reside within the territory to be  
6 annexed voting in a referendum to be held between August 1,  
7 2015, and December 1, 2015, on the day designated by the Judge  
8 of Probate of Baldwin County, Alabama. Notice of the election  
9 shall be given by the Judge of Probate of Baldwin County,  
10 Alabama, and the election shall be held, conducted and the  
11 results thereof canvassed in the manner prescribed by §11-42-2  
12 of the Code of Alabama (1975), insofar as said provisions may  
13 be appropriate and applicable; provided, however, that no  
14 resolution of the municipal governing body need be made or  
15 filed with the Judge of Probate and the requirements of  
16 Subsection (10) of §11-42-2 of the Code of Alabama (1975)  
17 shall not apply. The question shall be, "Shall the adoption of  
18 Act No. \_\_\_\_\_ of the 2015 Regular Session of the Alabama  
19 Legislature, which alters, extends, rearranges and redefines  
20 the boundary lines and corporate limits of the City of Spanish  
21 Fort in Baldwin County, Alabama, be approved?" The City of  
22 Spanish Fort shall pay all of the costs and expenses  
23 incidental to said election. If a majority of the votes cast  
24 in the election are "Yes", the provisions of the Act shall  
25 become operative immediately. If the majority of the votes

1 cast in the election are "No", this Act shall have no further  
2 effect.

3 Section 5. The provisions of this act are severable.  
4 If any part of this act is declared invalid or  
5 unconstitutional, that declaration shall not affect the part  
6 which remains.

7 Section 6. All laws or parts of laws which conflict  
8 with this act are hereby repealed to the extent of such  
9 conflict.

10 Section 7. This act shall become effective  
11 immediately following its passage and approval by the  
12 Governor, or its otherwise becoming law.

*[Signature]*

Speaker of the House of Representatives

*Kay Ivey*

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in  
and was passed by the House 26-MAY-15.

Jeff Woodard  
Clerk

Senate

03-JUN-15

Passed

APPROVED

*6-9-2015*

TIME

*5:00 pm*

*[Signature: Robert Bentley]*

GOVERNOR

Alabama Secretary Of State

Act Num....: 2015-420  
Bill Num....: H-687

Recv'd 06/10/15 03:55pm SLF



# CO-SPONSORS

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## FURTHER HOUSE ACTION (OVER)

DATE: 5-19 2015  
RD 1 RFD DCL

### REPORT OF STANDING COMMITTEE

This bill having been referred by the House to its standing committee on

\_\_\_\_\_ was acted upon by such committee in session, and returned therefrom to the House with the recommendation that it be

Passed w/amend(s) \_\_\_\_\_ w/sub \_\_\_\_\_ this 19 day of May, 20

*[Signature]* Chairperson

DATE: 5-21 2015  
RF RD 2 CAL

DATE: 20  
RE-REFERRED ☐ RE-COMMITTED ☐  
Committee \_\_\_\_\_

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, HB 687.

YEAS 29 NAYS 0

JEFF WOODARD,  
Clerk

## SENATE ACTION

FURTHER SENATE ACTION (ON)  
DATE: 5-26  
RD 1 RFD LL#1

This Bill was referred to the Standin the Senate on LL#1

and was acted upon by such session and is by order of th returned therefrom with a favor w/amd(s) \_\_\_\_\_ w/sub \_\_\_\_\_ w/el by a vote of

yeas \_\_\_\_\_ nays \_\_\_\_\_ abst this 2nd day of June

DATE: 6-2  
RF FAJ RD 2

I hereby certify that the Reso required in Section C of Act No was adopted and is attached to HB 687.

YEAS 26 NAYS 0

PATRICK H  
Sen

DATE: 6-3-15 RD  
PASSED ☒ PASSED AS AMEN

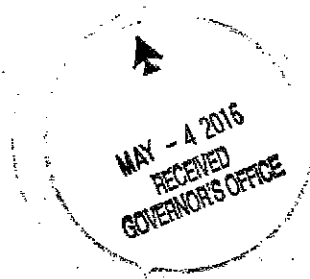
YEAS 26 NAYS 0  
And was ordered returned forthwith to PATRIC

DATE:  
INDEFINITELY POSTPONED YEAS

DATE:  
RECONSIDERED YEAS

# ACT #2016-290

1 HB516  
2 169946-3  
3 By Representatives Davis, Faust, McMillan and Shiver (N & P)  
4 RFD: Baldwin County Legislation  
5 First Read: 07-APR-16



1  
2 ENROLLED, An Act,

3           To alter or rearrange the boundary lines and  
4 corporate limits of the City of Spanish Fort in Baldwin  
5 County, Alabama, so as to include within the corporate limits  
6 of the City of Spanish Fort all territory now within the  
7 corporate limits of the City of Spanish Fort and also certain  
8 other territory to the exclusion of all other municipalities,  
9 and to de-annex, delete and remove said territory from the  
10 corporate limits of the City of Daphne in Baldwin County,  
11 Alabama.

12 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

13           Section 1. The boundary lines and corporate limits  
14 of the City of Spanish Fort in Baldwin County, Alabama, be,  
15 and the same are hereby altered, extended, rearranged and  
16 redefined so as to include within the corporate limits of the  
17 City of Spanish Fort, to the exclusion of all other  
18 municipalities, in addition to the territory presently  
19 contained within the corporate limits and boundaries of the  
20 City of Spanish Fort, the following described territory,  
21 to-wit:

22           Commencing at the Northwest corner of Section 32,  
23 T-4-S, R-2-E of Baldwin County, Alabama; Thence S01 degrees  
24 34'23"W along the west line of said Section 32 a distance of  
25 1425.90 feet to a point, said point being the Point of

1 Beginning of the property herein described; Thence N81 degrees  
2 32'36"E a distance of 517.77 feet to a point; Thence S68  
3 degrees 27'24"E a distance of 280.00 feet to a point (said  
4 point offset 250.00 feet left of and perpendicular to the  
5 project centerline of Interstate-10 at Station 469+00); Thence  
6 S79 degrees 29'53"W a distance of 1400.89 feet to a point  
7 (said point offset 200.00 feet left of and perpendicular to  
8 the project centerline at Station 455+00); Thence N51 degrees  
9 32'36"E a distance of 380.00 feet to a point; Thence N81  
10 degrees 32'36"E a distance of 310.65 feet to the Point of  
11 Beginning of the property herein described and containing 4.19  
12 acres more or less.

13 Section 2. All territory brought within the  
14 corporate limits of the City of Spanish Fort under the  
15 provisions of this Act shall be subject to the laws and  
16 ordinances of the City of Spanish Fort, and the City Council  
17 of the City of Spanish Fort shall have and exercise the same  
18 and exclusive jurisdiction over such territory as is presently  
19 exercised over the territory within the corporate limits of  
20 the City of Spanish Fort. Any of the territory described in  
21 SECTION 1 above which is brought within the corporate limits  
22 of the City of Spanish Fort under the provisions of this Act  
23 which is contained within or claimed to be contained within  
24 the corporate limits of the City of Daphne, Alabama, shall be  
25 de-annexed, deleted or removed from the corporate limits of

1 the City of Daphne, and the City of Spanish Fort shall  
2 exercise exclusive control, authority and jurisdiction over  
3 the aforementioned territory.

4 Section 3. In accordance with Section 11-42-6(b) of  
5 the Code of Alabama 1975, a map showing what territory is  
6 proposed to be annexed to the City of Spanish Fort is on file  
7 in the office of the Judge of Probate in Baldwin County,  
8 Alabama, and the map is open to the inspection of the public.

9 Section 4. The provisions of this act are severable.  
10 If any part of this act is declared invalid or  
11 unconstitutional, that declaration shall not affect the part  
12 which remains.

13 Section 5. All laws or parts of laws which conflict  
14 with this act are repealed.

15 Section 6. This act shall become effective  
16 immediately upon its passage and approval by the Governor, or  
17 its otherwise becoming law.

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\_\_\_\_\_  
Speaker of the House of Representatives

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\_\_\_\_\_  
President and Presiding Officer of the Senate

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House of Representatives

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I hereby certify that the within Act originated in  
and was passed by the House 20-APR-16.

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Jeff Woodard  
Clerk

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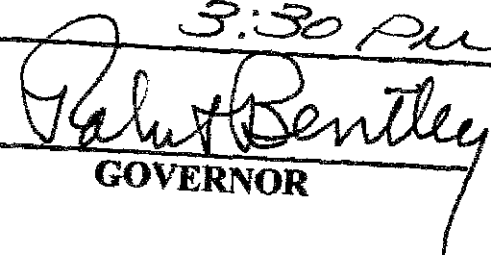
Senate

\_\_\_\_\_  
04-MAY-16

Passed

APPROVED 5-10-2016

TIME 3:30 PM

  
\_\_\_\_\_  
GOVERNOR

Alabama Secretary Of State

Act Num....: 2016-290  
Bill Num....: H-516

Recv'd 05/10/16 04:42pmSLF

SPONSORS

1 Foran 794 28  
 2 McMillan 95 29  
 3 Shiver 6430  
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**REPORT OF STANDING COMMITTEE**

This bill having been referred by the House to its standing committee on \_\_\_\_\_ was acted upon by such committee in session, and returned therefrom to the House with the recommendation that it be Passed, w/amend(s) \_\_\_\_\_ w/sub \_\_\_\_\_ this 13 day of April, 20 16.  
Andy Johnson Chairperson

DATE: 4-13 2016  
 RF \_\_\_\_\_ RD 2 ☒ CAL ☐

DATE: \_\_\_\_\_ 20\_\_\_\_  
 RE-REFERRED ☐ RE-COMMITTED ☐  
 Committee \_\_\_\_\_

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, HB 510.  
 YEAS 29 NAYS 0  
 JEFF WOODARD,  
 Clerk

**FURTHER HOUSE ACTION (OVER)**

DATE: 4-7 2016

This Bill was referred to the Standing Committee of the Senate on

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and was acted upon by such Committee in session and is by order of the Committee returned therefrom with a favorable report w/amd(s) \_\_\_\_\_ w/sub \_\_\_\_\_ w/eng sub \_\_\_\_\_ by a vote of yeas 28 nays \_\_\_\_\_ abstain \_\_\_\_\_ this 28th day of April, 20 16.  
Shirley R. Rial Chairperson

DATE: 5-3 2016  
 RF FL RD 2 ☒ CAL ☐

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, HB \_\_\_\_\_.  
 YEAS \_\_\_\_\_ NAYS \_\_\_\_\_

**PATRICK HARRIS,**  
Secretary

DATE: 5-4-16 RD 3 at length  
 PASSED ☒ PASSED AS AMENDED ☐

YEAS 21 NAYS 0 ALB  
 And was ordered returned forthwith to the House.  
**PATRICK HARRIS,**  
 Secretary

DATE: \_\_\_\_\_ 20\_\_\_\_  
 INDEFINITELY POSTPONED YEAS \_\_\_\_\_ NAYS \_\_\_\_\_

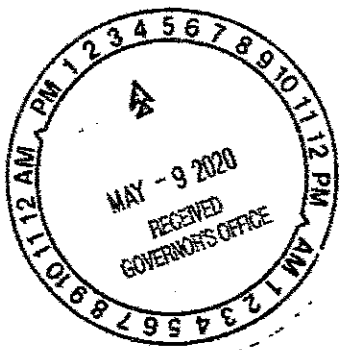
DATE: \_\_\_\_\_ 20\_\_\_\_  
 RECONSIDERED \_\_\_\_\_ YEAS \_\_\_\_\_ NAYS \_\_\_\_\_

**FURTHER SENATE ACTION (OVER)**

DATE: 7-2 2016  
RD 1 RFD LLB1

ACT #2020 - 158

1 HB474  
2 204847-2  
3 By Representative Simpson (N & P)  
4 RFD: Baldwin County Legislation  
5 First Read: 04-MAY-20





1  
2 ENROLLED, An Act,

3 To alter, rearrange, and extend the boundary lines  
4 and corporate limits of the City of Spanish Fort in Baldwin  
5 County.

6 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

7 Section 1. The boundary lines and corporate limits  
8 of the City of Spanish Fort in Baldwin County are altered,  
9 rearranged, and extended to include within the corporate  
10 limits of the City of Spanish Fort, in addition to the lands  
11 now included, all of the following territory:

12 PARCEL A

13 BEGINNING AT THE SOUTHWEST CORNER OF SECTION 19,  
14 TOWNSHIP 4 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA;  
15 THENCE RUN NORTH 00 DEGREES 07 MINUTES 39 SECONDS EAST A  
16 DISTANCE OF 284.70 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF  
17 U.S. HIGHWAY NO. 31 (80 FOOT RIGHT-OF-WAY); THENCE RUN  
18 NORTHEASTWARDLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF  
19 2162.18 FEET, AN ARC DISTANCE OF 1024.83 FEET (THE CHORD BEARS  
20 NORTH 44 DEGREES 15 MINUTES 56 SECONDS EAST AND MEASURES  
21 1015.26 FEET); THENCE RUN NORTH 33 DEGREES 38 MINUTES 48  
22 SECONDS EAST A DISTANCE OF 46.30 FEET TO A POINT; THENCE  
23 DEPARTING THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF U.S.  
24 HIGHWAY NO. 31 RUN SOUTH 40 DEGREES 15 MINUTES 22 SECONDS EAST  
25 A DISTANCE OF 379.12 FEET TO A POINT; THENCE RUN SOUTH 24

1 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 300.35 FEET  
2 TO A POINT; THENCE RUN SOUTH 32 DEGREES 20 MINUTES 10 SECONDS  
3 EAST A DISTANCE OF 364.84 FEET TO A POINT; THENCE RUN SOUTH 63  
4 DEGREES 37 MINUTES 56 SECONDS WEST A DISTANCE OF 269.70 FEET  
5 TO A POINT; THENCE RUN SOUTH 68 DEGREES 14 MINUTES 43 SECONDS  
6 WEST A DISTANCE OF 185.73 FEET TO A POINT; THENCE RUN NORTH 89  
7 DEGREES 28 MINUTES 26 SECONDS WEST A DISTANCE OF 887.85 FEET  
8 TO THE POINT OF BEGINNING. TRACT CONTAINS 17.94 ACRES, MORE OR  
9 LESS.

10 PARCEL B

11 COMMENCE AT AN OPEN END PIPE AT THE "LOCALLY  
12 ACCEPTED" SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 4 SOUTH  
13 RANGE 3 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTH 89  
14 DEGREES 29 MINUTES 04 SECONDS EAST, ALONG THE SOUTH LINE OF  
15 SAID SECTION 20, A DISTANCE OF 961.28 FEET; THENCE RUN NORTH  
16 00 DEGREES 30 MINUTES 56 SECONDS EAST, A DISTANCE OF 30.06  
17 FEET TO THE NORTH MARGIN OF STROH ROAD; THENCE RUN NORTH 68  
18 DEGREES 19 MINUTES 16 SECONDS EAST, A DISTANCE OF 106.10 FEET;  
19 THENCE RUN NORTH 63 DEGREES 37 MINUTES 38 SECONDS EAST, A  
20 DISTANCE OF 269.86 FEET TO A CONCRETE MONUMENT FOR A POINT OF  
21 BEGINNING; THENCE RUN NORTH 32 DEGREES 24 MINUTES 08 SECONDS  
22 WEST, A DISTANCE OF 364.56 FEET TO A CONCRETE MONUMENT; THENCE  
23 RUN NORTH 24 DEGREES 57 MINUTES 55 SECONDS WEST, A DISTANCE OF  
24 300.16 FEET TO A CONCRETE MONUMENT; THENCE RUN NORTH 40  
25 DEGREES 11 MINUTES 33 SECONDS WEST, A DISTANCE OF 379.42 FEET

1 TO A CONCRETE MONUMENT FOUND ON THE SOUTH MARGIN OF US HIGHWAY  
2 31, THENCE RUN NORTH 33 DEGREES 38 MINUTES 26 SECONDS EAST,  
3 ALONG SAID SOUTH MARGIN OF US HIGHWAY 31, A DISTANCE OF 409.95  
4 FEET TO A CAPPED REBAR (CA-0951-LS); THENCE RUN SOUTH 59  
5 DEGREES 09 MINUTES 37 SECONDS EAST, A DISTANCE OF 394.01 FEET  
6 TO A CAPPED REBAR (CA-0951-LS); THENCE RUN SOUTH 00 DEGREES 05  
7 MINUTES 19 SECONDS EAST, A DISTANCE OF 1008.95 FEET TO THE  
8 POINT OF BEGINNING. TRACT CONTAINS 8.0 ACRES, MORE OR LESS,  
9 AND LIES IN SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 EAST BALDWIN  
10 COUNTY, ALABAMA.

11 Section 2. In accordance with Section 11-42-6(b) of  
12 the Code of Alabama 1975, a map showing what territory is  
13 proposed to be annexed to the municipality of the City of  
14 Spanish Fort is on file in the office of the Judge of Probate  
15 in Baldwin County, Alabama, and the map is open to the  
16 inspection of the public.

17 Section 3. This act shall become effective on the  
18 first day of the third month following its passage and  
19 approval by the Governor, or its otherwise becoming law.

Mac McClatchey

Speaker of the House of Representatives



President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in  
and was passed by the House 06-MAY-20.

Jeff Woodard  
Clerk

Senate

09-MAY-20

Passed

APPROVED

5-18-2020

TIME

8:00 AM

  
GOVERNOR

Alabama Secretary Of State

Act Num....: 2020-158  
Bill Num....: H-474

# VAL SIGNATURES OF CO-SPONSORS

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## HOUSE ACTION (Continued)

### REPORT OF 2<sup>ND</sup> STANDING COMMITTEE

This bill having been referred by the House to its standing committee on

\_\_\_\_\_ was acted upon by such a committee in session, and returned therefrom to the House with the recommendation that it be

Passed, w/amend(s) \_\_\_\_\_ w/sub \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, Chairperson

### HOUSE OF REPRESENTATIVES

R. 3 at length and passed.  
Yeas 39 Nays 8 Abs 31  
Date 5-6-20

JEFF WOODARD, Clerk

## SENATE ACTION (Continued)

This bill having been referred to the Committee on Rules pursuant to Senate Rule 23 is reported to the Senate for assignment to the Committee on:

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed (Committee Chairperson) \_\_\_\_\_

Date: \_\_\_\_\_

Referred

Committee \_\_\_\_\_

DATE: \_\_\_\_\_ 20\_\_\_\_

RE-REFERRED ☐ RE-COMMITTED ☐

Committee \_\_\_\_\_

This Bill was referred to the Standing Committee of the Senate on

and was acted upon by such Committee in session and is by order of the Committee returned therefrom with a favorable report w/amd(s) \_\_\_\_\_ w/sub \_\_\_\_\_ w/eng sub \_\_\_\_\_ by a vote of

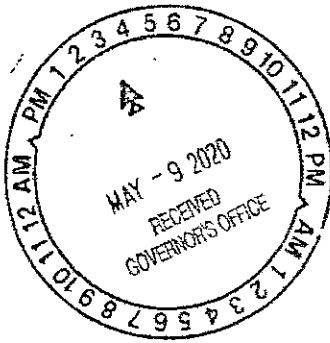
yeas \_\_\_\_\_ nays \_\_\_\_\_ abstain \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, Chairperson

ACT #2020 - 159

1 HB476  
2 204708-2  
3 By Representative Simpson (N & P)  
4 RFD: Baldwin County Legislation  
5 First Read: 04-MAY-20



1  
2 ENROLLED, An Act,

3 To alter, rearrange, and extend the boundary lines  
4 and corporate limits of the City of Spanish Fort in Baldwin  
5 County.

6 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

7 Section 1. The boundary lines and corporate limits  
8 of the municipality of the City of Spanish Fort in Baldwin  
9 County are altered, rearranged, and extended to include within  
10 the corporate limits of the municipality, in addition to the  
11 lands now included, all of the following territory:

12 BEGINNING AT THE SOUTHEAST CORNER OF COMMON AREA 5,  
13 SAVANNAH WOODS, PHASE 2, AS RECORDED AS SLIDE 2543E, IN THE  
14 OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA;  
15 THENCE RUN N89°42'18"W, ALONG THE SOUTH LINE OF SAID COMMON  
16 AREA 5, 755.92 FEET TO A POINT ON THE BOUNDARY OF THE CITY  
17 LIMITS OF SPANISH FORT, ALABAMA; THENCE RUN N00°17'42"E,  
18 LEAVING SAID SOUTH LINE, ALONG SAID BOUNDARY OF THE CITY  
19 LIMITS OF SPANISH FORT, 189.29 FEET TO A POINT ON THE NORTH  
20 LINE OF SAID COMMON AREA 5; THENCE RUN N82°54'26"E, ALONG SAID  
21 NORTH LINE, LEAVING SAID BOUNDARY OF THE CITY LIMITS OF  
22 SPANISH FORT, 235.52 FEET TO A POINT; THENCE CONTINUING ALONG  
23 SAID NORTH LINE, RUN S68°38'18"E, 351.34 FEET TO A POINT;  
24 THENCE CONTINUING ALONG SAID NORTH LINE, RUN N79°56'24"E,  
25 197.40 FEET TO THE NORTHEAST CORNER OF SAID COMMON AREA 5;

1       THENCE RUN N00°09'25"E, 1770.53 FEET TO A POINT ON THE SOUTH  
2       RIGHT-OF-WAY LINE OF AN UNNAMED RIGHT-OF-WAY; THENCE RUN  
3       S89°27'42"E, 1110.94 FEET TO A POINT; THENCE RUN N00°01'58"E,  
4       419.89 FEET TO A POINT ON THE SOUTH LINE OF SAID TUCKER FARMS;  
5       THENCE RUN S89°27'36"E, ALONG SAID SOUTH LINE, 335.58 FEET TO  
6       THE SOUTHEAST CORNER OF LOT 13 OF SAID TUCKER FARMS; THENCE  
7       RUN N00°09'37"E, ALONG THE EAST LINE OF SAID LOT 13, 299.97  
8       FEET TO THE NORTHEAST CORNER OF SAID LOT 13 AND A POINT ON THE  
9       SOUTH RIGHT OF WAY LINE OF STROH ROAD; THENCE RUN S89°28'02"E,  
10      ALONG SAID SOUTH RIGHT OF WAY LINE, 59.94 FEET TO THE  
11      NORTHWEST CORNER OF PARRISH FAMILY RE-PLAT OF LOT 14, TUCKER  
12      FARMS, FIRST ADDITION AS RECORDED AS SLIDE 2674-A IN THE  
13      OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA;  
14      THENCE RUN S00°08'39"W, LEAVING SAID SOUTH RIGHT OF WAY LINE  
15      AND ALONG THE WEST LINE OF SAID PARRISH FAMILY RE-PLAT, 299.97  
16      FEET TO THE SOUTHWEST CORNER OF SAID PARRISH FAMILY RE-PLAT;  
17      THENCE RUN S89°29'53"E, ALONG THE SOUTH LINE OF SAID PARRISH  
18      FAMILY RE-PLAT AND THE SOUTH LINE OF TUCKER FARMS, FIRST  
19      ADDITION AS RECORDED AS SLIDE 1229-B IN THE OFFICE OF THE  
20      JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, 319.71 FEET TO THE  
21      SOUTHEAST CORNER OF LOT 16 OF TUCKER FARMS, FIRST ADDITION;  
22      THENCE RUN N00°10'00"E, ALONG THE EAST LINE OF SAID TUCKER  
23      FARMS, FIRST ADDITION, 299.85 FEET TO THE NORTHEAST CORNER OF  
24      SAID LOT 16 AND THE SOUTH RIGHT-OF-WAY LINE OF STROH ROAD;  
25      THENCE RUN S89°28'02"E, ALONG SAID SOUTH RIGHT OF WAY LINE,




1 841.61 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH  
2 RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF STROH  
3 ROAD; THENCE RUN S00°01'33"W, ALONG THE WEST RIGHT OF WAY LINE  
4 OF STROH ROAD, 635.83 FEET TO THE POINT OF INTERSECTION OF  
5 SAID WEST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF  
6 STROH ROAD; THENCE RUN S89°58'27"E, ALONG SAID SOUTH RIGHT OF  
7 WAY LINE OF STROH ROAD, 30.00 FEET TO A POINT; THENCE RUN  
8 S00°01'33"W, LEAVING SAID SOUTH RIGHT OF WAY LINE, 1983.66  
9 FEET TO A POINT; THENCE RUN N89°27'39"W, 2702.99 FEET TO THE  
10 POINT OF BEGINNING. CONTAINING 141.81 ACRES MORE OR LESS AND  
11 LYING IN SECTIONS 25 AND 30, TOWNSHIP 4 SOUTH, RANGE 3 EAST,  
12 BALDWIN COUNTY, ALABAMA.

13 Section 2. In accordance with Section 11-42-6(b) of  
14 the Code of Alabama 1975, a map showing what territory is  
15 proposed to be annexed to the City of Spanish Fort is on file  
16 in the office of the Judge of Probate in Baldwin County,  
17 Alabama, and the map is open to the inspection of the public.

18 Section 3. This act shall become effective on the  
19 first day of the third month following its passage and  
20 approval by the Governor, or its otherwise becoming law.

Mac McCutchen

Speaker of the House of Representatives



President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in  
and was passed by the House 06-MAY-20.

Jeff Woodard  
Clerk

Senate

09-MAY-20

Passed

APPROVED

5.18.2020

TIME

8:00 AM

  
GOVERNOR

Alabama Secretary Of State

Act Num....: 2020-159  
Bill Num....: H-476

Recv'd 05/18/20 10:32am KCW

# NAL SIGNATURES OF CO-SPONSORS

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## HOUSE ACTION (Continued)

### REPORT OF 2<sup>ND</sup> STANDING COMMITTEE

This bill having been referred by the  
House to its standing committee on

\_\_\_\_\_ was  
acted upon by such a committee in session,  
and returned therefrom to the House  
with the recommendation that it be

Passed, w/amend(s) \_\_\_\_\_ w/sub \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
\_\_\_\_\_, Chairperson

HOUSE OF REPRESENTATIVES  
R. 3 at length and passed  
Yeas 34 Nays 0 Abs 31  
Date 5-6-20  
JEFF WOODARD, Clerk

## SENATE ACTION (Continued)

This bill having been referred to the Committee on  
Rules pursuant to Senate Rule 23 is reported to the  
Senate for assignment to the Committee on:

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed (Committee Chairperson)

Date: \_\_\_\_\_

Referred

Committee \_\_\_\_\_

DATE: \_\_\_\_\_ 20\_\_\_\_

RE-REFERRED ☐ RE-COMMITTED ☐

Committee \_\_\_\_\_

This Bill was referred to the Standing Committee of  
the Senate on

and was acted upon by such Committee in  
session and is by order of the Committee  
returned therefrom with a favorable report  
w/amd(s) \_\_\_\_\_ w/sub \_\_\_\_\_ w/eng sub \_\_\_\_\_  
by a vote of

yeas \_\_\_\_\_ nays \_\_\_\_\_ abstain \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_, Chairperson



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1477, **Version:** 1

**Item #:** BA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator; Ronald J. Cink, Budget Director

**Submitted by:** Anu Gary, Administrative Services Manager

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### **ITEM TITLE**

Request to the City of Bay Minette Related to the Baldwin County Corrections Center Expansion Project in Bay Minette

### **STAFF RECOMMENDATION**

Authorize the Chairman to execute correspondence to the City of Bay Minette with the following requests, as recommended by PH&J Architects, related to the Baldwin County Corrections Center Expansion Project in Bay Minette:

- 1) Request for the City of Bay Minette to grant an easement for the Baldwin County Corrections Center Booking and Intake Building to extend out into the right-of-way along Hand Avenue to allow access for vehicular traffic into the now enclosed sally port which will be included as part of the new Booking and Intake Building. This request will include eliminating the existing parking spaces on Hand Avenue and around the corner on 3rd Street to allow for the new service drive for the new sally port; and
- 2) Request to change 4th Street from the corner of Hoyle Avenue West to Hand Avenue, from a two-lane one-way street to a one lane one-way street, with the existing south lane to be changed to a service lane for the Baldwin County Corrections Center; and
- 3) Request the City of Bay Minette to waive the building permit fees for the project and allow the Baldwin County Building Inspection Department to conduct any building inspections related to the building expansion/addition.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** See below prior actions by the Commission related to the project.

### **Background:**

August 18, 2020, BCC Regular Meeting - The Commission authorized the execution of a Lease

Agreement between the City of Bay Minette and the Baldwin County Commission for the Bay Minette Police Department to lease and occupy the County-owned property known as the Bay Minette Police Department Complex, located at 300 North Hoyle Avenue, Bay Minette, Alabama.

The term of the Lease Agreement is for twenty-four (24) months, commencing August 24, 2020, and expiring August 23, 2022. The Lessee may, in its sole and absolute discretion, extend this lease beyond the expiration date for two (2) additional renewal terms (each an "Extension Term"), each being for a period of one (1) year

July 7, 2020, BCC Regular Meeting - The Commission approved and authorized the Chairman to execute the Purchase Agreement between the Baldwin County Commission and the City of Bay Minette, for Parcel Number 23-02-09-4-401-003.000 and Parcel Number 23-02-09-4-401-001.001 from the City of Bay Minette for \$895,000.00 to be funded by the Law Enforcement Money Market Account (\$700,000.00) and the Sheriff's Department (\$195,000.00).

General Background - A portion of the plan for the new jail was the purchase of land from the City of Bay Minette. The City of Bay Minette requested to lease the area currently occupied by the Bay Minette Police Department for a period of time after the sale of the property.

At this time, PH&J Architects has requested the Commission to send a formal request to the City of Bay Minette related to streets and rights-of-way around the area and waiving of permit fees.

## **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

## **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

## **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Department/Purchasing Department

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Correspondence to the City of Bay Minette:

The Honorable Robert Wills, Mayor  
City of Bay Minette  
301 D'Olive Street  
Bay Minette, Alabama 36507

Cc: PH&J Architects

**Additional instructions/notes:** N/A



ARCHITECTS & INTERIOR DESIGN  
Founded 1957 ♦ Pearson, Humphries, & Jones Architects

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807 South McDonough Street ♦ Montgomery, AL 36104-5080 ♦ P.O. Box 215-36101  
334-265-8781 ♦ [www.phjarchitects.com](http://www.phjarchitects.com) ♦ [phj@phjarch.com](mailto:phj@phjarch.com)

Patrick T. Addison, AIA

Harrell G. Gandy, AIA

E. Griffin Harris, AIA

Renis Jones III, AIA

Tuesday, August 11, 2020

Wayne Dyess, County Administrator  
Baldwin County  
Administration Department  
ATTN: County Commission Office  
312 Courthouse Square,  
Suite 12  
Bay Minette, Alabama 36507

Re: New Female Housing Tower and Booking and Intake Building Additions  
to the Baldwin County Corrections Center - New Sheriff's Office

PHJ# 1913-GV

Mr. Dyess,

As you may be aware, PH&J Architects, Inc. is working with the County Commission and the Baldwin County Sheriff's Office on the expansion of the County's Correction Center.

As we were kicking off the design phase of the project, it was determined that the right-a-way on Hand Avenue is owned by the City of Bay Minette and not the State of Alabama Department of Transportation. For the portion of Alabama Highway 287, starting at the County Square running North to the Bay Minette Bypass. We do not know how far up Hand Avenue/AL 287 the City owns the right-a-way, but it does extend past the Baldwin County Correction Center property.

We have met with the City of Bay Minette in relation to our project and the impact the project would have on vehicular and pedestrian traffic and access on the streets around the correction facility. Our project will have an impact on Hand avenue, 3<sup>rd</sup> Street and 4<sup>th</sup> Street, during construction of the additions and will reduced with normal operations once the project is complete.

With no objections to the project as presented at these meetings, the County need to formally request through your office the following items from the City of Bay Minette.

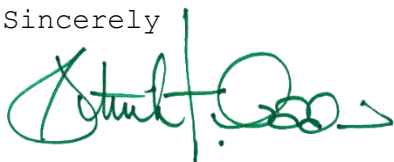
- A formal request to the City of Bay Minette to grant an easement for the Booking & Intake Building to extend out into the right-of-way along Hand Avenue to allow access for vehicular traffic into the now enclosed sallyport included as part of the new Booking & Intake building. This request will include eliminating the existing parking spaces on Hand Avenue and around the corner on 3<sup>rd</sup> Street to allow for the new service drive for the new sallyport.
- A formal request to take 4<sup>th</sup> Street from the corner of Hoyle Avenue West to Hand Avenue from a two-lane one-way street to a one lane one-way street. The existing South lane will become a service lane for the correction center.
- We also need to request waving the building permit fee for the project by the city.

Mayor Wills with the City of Bay Minette was in attendance at the meetings with the City and he is ready to take the County's request to the City Council and present for approved this exciting project to expand the existing County correction facility located in Bay Minette, Alabama.

I will be preparing presentation type drawings for a formal presentation on the project to the City Council and the Planning Commission once these easements requests are approved by the City.

If you have any questions, please call.

Sincerely



Patrick T. Addison, AIA  
Principal

Cc: Sheriff Hoss Mack, Chief Anthony Lowery, Wanda Gautney,  
Brittney Lundy, Steven Speaks, Paul McClendon, File





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1465, **Version:** 1

**Item #:** BA4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/5/2019

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Anu Gary, Administrative Services Manager

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### **ITEM TITLE**

Termination of Lillian Recreational Center, Inc. Lease Agreement

### **STAFF RECOMMENDATION**

Related to the Lease Agreement between the Baldwin County Commission and Lillian Recreational Center, Inc., for the Lillian Recreational Center, Inc., to lease 6 acres, more or less, of county property known as the Lillian Recreational Center Park in Lillian for the purposes of providing a public park and a recreational facility, take the following action:

1) As authorized in Section 8. of the Lease Agreement, terminate the lease agreement by giving one-month (30 days) written notice of termination to the Lillian Recreational Center, Inc., said termination effective October 1, 2020.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 02/05/2019 - Last lease agreement approval.

**Background:** On February 5, 2019, the Commission approved a Lease Agreement between the Baldwin County Commission and Lillian Recreational Center, Inc., for the Lillian Recreational Center, Inc., to lease 6 acres, more or less, of county property known as the Lillian Recreational Center Park in Lillian for the purposes of providing a public park and a recreational facility. The term of the lease shall begin upon the date of full execution and expire five (5) years thereafter, unless sooner terminated by either party according to the terms contained in the agreement. This agreement shall superseded and made null and void, any previous Lease Agreements between the Baldwin County Commission and Lillian Recreational Center, Inc., related to the County property known as the Lillian Recreational Center Park in Lillian.

Currently, \$1.00 per year is paid to the County by the Lillian Recreational Center, Inc.

The County pays \$1,200.00 annually to the Lillian Recreational Center, Inc. to off-set miscellaneous repairs to the premises.

**General Background Information:**

Since the late 1980's, when the County acquired the 6-acre Lillian Recreational Park property located in the unincorporated Lillian community on US Highway 98, the Commission has entered into a series of five-year lease agreements with Lillian Recreational Center, Inc. The property is used as a public park and recreational facility for the Lillian community. The County Parks Division performs grounds maintenance on Center property on a periodic basis, and the County Building Maintenance Department performs facilities/equipment maintenance at the Center on an infrequent basis.

**FINANCIAL IMPACT**

**Total cost of recommendation:** TBD - The cost of maintenance and needed repairs at the Lillian Recreational Park to be added to the Parks Department budget, beginning Fiscal Year 2021.

**Budget line item(s) to be used:** TBD

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
Yes.

**Reviewed/approved by:** Reviewed and approved by Laura Coker, Stone Crosby 08/20/2020 akc

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration - correspondence to:

**Notice of Termination Letter via U.S. Regular and Certified Mail, to:**

Reverend Melvin E. Whitehurst, Ph.D., President

Lillian Recreational Center, Inc.  
32369 Highway 98  
Lillian, Alabama 36549

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A



## COUNTY COMMISSION BALDWIN COUNTY

312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507  
(251) 937-0264 Main  
(251) 580-2500 Fax

[www.baldwincountyal.gov](http://www.baldwincountyal.gov)

Anu Gary  
Administration/Records Manager  
[agary@baldwincountyal.gov](mailto:agary@baldwincountyal.gov)  
(251) 580-2564

Monica Taylor  
Assistant Records Manager  
[mtaylor@baldwincountyal.gov](mailto:mtaylor@baldwincountyal.gov)  
(251) 580-1696

February 13, 2019

Reverend Melvin E. Whitehurst, Ph.D.  
President  
Lillian Recreational Center, Inc.  
32369 Highway 98  
Lillian, Alabama 36549

### **RE: Lillian Recreational Center, Inc. Lease Agreement**

Dear Reverend Whitehurst:

Please find enclosed a **fully executed copy** of the *Lease Agreement* approved during the February 5, 2019, Baldwin County Commission meeting, between the Commission and Lillian Recreational Center, Inc., for the Lillian Recreational Center, Inc., to lease 6 acres, more or less, of county property known as the Lillian Recreational Center Park in Lillian for the purposes of providing a public park and a recreational facility. The term of the *Lease* shall begin upon the date of full execution and expire five (5) years thereafter, unless sooner terminated by either party according to the terms contained in the agreement.

This *Agreement* shall supersede and make null and void, any previous Lease Agreements between the Baldwin County Commission and Lillian Recreational Center, Inc., related to the County property known as the Lillian Recreational Center Park in Lillian.

If you have any questions, or need further assistance, please do not hesitate to contact Ron Cink, Budget Director, at (251) 580-2550.

Sincerely,

ANU GARY, Administration/Records Manager  
Baldwin County Commission

AG/met Item BA11

cc: Ron Cink  
Kim Creech  
Eva Cutsinger

ENCLOSURE

STATE OF ALABAMA )

BALDWIN COUNTY )



**LEASE AGREEMENT REGARDING  
LILLIAN RECREATIONAL CENTER, INC.**

**WHEREAS**, this lease agreement is made and entered into, by and between the **BALDWIN COUNTY COMMISSION**, hereinafter called "LESSOR", and **LILLIAN RECREATIONAL CENTER, INC.**, hereinafter called "LESSEE;" and

**WHEREAS**, LESSOR owns certain property in and about Lillian, Alabama; and

**WHEREAS**, LESSEE has asked LESSOR to lease a certain portion of LESSOR'S property, as delineated herein, for the purposes of operating a public park and recreational facility; and

**WHEREAS**, LESSOR considers such usage to be beneficial to the general upkeep and maintenance of such property; and

**WHEREAS**, LESSEE has agreed to enter such agreement and to indemnify and hold the LESSOR harmless from liability and loss; now therefore

**IN CONSIDERATION** of the mutual covenants and agreements herein set forth and the benefits bestowed upon the general public by the operation and maintenance of the property, LESSOR does hereby LEASE to LESSEE, and LESSEE does hereby LEASE from LESSOR for the purpose of a public park and recreational facility, the following described property situated in Baldwin County, Alabama, to-wit:

Commencing at the Southwest corner of the Southwest Quarter of the Southeast Quarter, Section 21, Township 7 South, Range 6 East, Baldwin County, Alabama; thence run East for 33.0 feet, thence run North for 40.0 feet to North right of way line of U.S. Highway 98 and the POINT OF BEGINNING, thence run North parallel to West line of said Southwest Quarter for 960.50 feet, thence run East parallel to said North right of way line for 310.0 feet, thence run South parallel to West line of said Southwest Quarter for 700.50 feet, thence run West parallel to said north right of way line for 140.0 feet, thence run South parallel to said West line of the Southwest Quarter for 260.0 feet, thence run West along said North right of way line for 170.0 feet to the POINT OF BEGINNING, containing 6.00 acres, more or less.

; and

1. **TERM**: The term of this lease shall begin upon the date of full execution and expire five (years) thereafter, unless sooner terminated by either party according to the terms contained herein.

2. **CONSIDERATION/PAYMENTS**: The consideration for this lease shall be One Dollar (\$1.00) per year for the five year lease term period and the covenants, agreements and obligations to be performed by the LESSEE. This annual rental payment shall be due in advance of the leased term and the 1st day of each succeeding year in this lease term. All lease payments shall be made payable to LESSOR with lawful funds of The United States of America at the following address: Baldwin County Commission, Attention: Accounting Department, 312 Courthouse Square, Suite 11, Bay Minette, Alabama 36507.

3. **USAGE**: For and during the term of this lease, LESSEE agrees to use the property for a public park and recreational facility only.

4. **COVENANTS OF LESSEE**: The LESSEE does hereby covenant with the LESSOR to perform the following:

(A) LESSEE designates Mr. Melvin E. Whitehurst, Ph.D. who shall serve as the sole designee for and on behalf of LESSEE to coordinate all activities, inquires and requests related to the property.

(B) The LESSEE will make the property available as a public park to the general public, including all the residents of the Lillian Community and to all residents of and visitors to Baldwin County, Alabama.

(C) The LESSEE will provide for a security watch over the premises. The LESSEE will clarify and explain LESSOR park rules to visitors and will notify the Baldwin County Sheriff's Office at any such time as visitors may violate said park rules or damage any park property.

(D) The LESSEE will manage the improvements and facilities on the premises and make them available to other groups of citizens.

(E) The LESSEE will maintain the premises free of litter and debris and will bring trash and garbage from the premises to the highway right-of-way each week on the regular garbage collection day for the premises.

(F) The LESSEE will operate the bright lights on the premises to make the park facilities available for night use within the constraints of the LESSEE's budget.

(G) The LESSEE will notify the LESSOR of any known safety hazards which may exist on the premises and fix the problem.

(H) The LESSEE shall be responsible for the cost of maintenance of the leased premises.

5. **COVENANTS OF THE COUNTY:** The LESSOR does hereby covenant with the LESSEE to perform the following:

(A) LESSOR shall coordinate all activities, inquires and requests related to the property with Mr. Melvin E. Whitehurst, Ph.D., who shall serve as the sole designee for and on behalf of LESSEE.

(B) The LESSOR will pay the LESSEE One Thousand and Two Hundred Dollars (\$1,200.00) per year which shall be paid in advance in order to help offset the costs related to miscellaneous repairs to the premises required from time-to-time.

(C) The County Parks Division will mow the park property at least four (4) times per year.

(D) The County Parks Division will conduct a quarterly safety inspection of the premises and will repair or remove any equipment or feature which it deems to be hazardous.

(E) The LESSOR will place on the premises the Park Rules Sign which are erected at all County Parks, if any.

(F) The County Environmental/Solid Waste Department will pick-up trash and garbage from the premises where the LESSEE has placed it at the highway/right-of-way once each week at no cost to LESSEE.

6. **LIABILITY:** LESSOR shall not be responsible or liable for any work performed by the LESSEE, its agents, servants or employees during the term of the said lease, and LESSOR shall not be responsible or liable to any person for any accident or injury incurred by the reason of the LESSEE's use and operation of a public park and recreational facility on said property. The LESSEE hereby agrees to indemnify and hold the LESSOR harmless from any and all claims, damage or liability for any property damage and/or personal injury, including death, which may occur at any time upon the leased premises or as



a result of the activities of the LESSEE or its invitees on the leased premises. Said indemnification shall include any and all court costs and/or attorney's fees incurred by the LESSOR in defense of any claim made against it which may be based upon any occurrence on the leased premises or action of the LESSEE or its invitees in the usage of said leased premises.

7. **AUTHORITY OF THE LESSEE:** (A) The LESSEE may control the scheduling of the use of the facilities on the leased premises including the Community Center Building, the ball field and other Park facilities. (B) The LESSEE may construct additional public facilities and improvements on the premises after their design has been reviewed and approved by the LESSOR, in its discretion. The costs of any such improvement shall be borne and maintained by the LESSEE. The premises shall, at all times, be kept free of mechanics and materialmen's liens.

8. **TERMINATION:** This Lease may be terminated by the LESSEE upon one (1) month advanced notice in writing to the LESSOR. This Lease may be cancelled by the LESSOR, with or without cause or reason, upon one (1) month advance notice in writing to the LESSEE.

9. **TRESSPASSERS:** LESSEE shall have the right and authority to protect and control its interests in the said property and to keep trespassers therefrom.

10. **DUTY OF CARE AND PRESERVATION:** LESSEE agrees and covenants to operate the leased premises with care and not to permit waste of the said property nor destroy or remove the same without the consent of the LESSOR.

LESSEE shall remain compliant with all applicable Federal, State and Local Laws.

11. **DUTY TO DO NO HARM:** LESSEE shall do no harm to the premises including, without limitation, selling or removing from the leased premises any sand, gravel, rock, oil, coal, or other minerals, or any lumber, posts or wood.

12. **RIGHT OF ENTRY:** LESSOR or its authorized representatives shall have the right, at any reasonable time, to enter on the premises for any reasonable purpose to include, but not limited to, making any repairs, alterations or improvements deemed necessary by the LESSOR.

13. **NO AGENCY:** This lease shall not give rise to the creation of an agency relationship or a partnership relation between the parties hereto, and none of the parties shall have the authority to bind the others without written consent.

14. **NO ASSIGNMENT:** LESSEE may not assign this lease or sublease or encumber any portion of the land leased hereunder without the prior written consent of the LESSOR. Any attempt at assignment, sublease or other transfer, in violation of the provisions of this lease, shall at the option of the LESSOR be void.

15. **SUCCESSORS IN INTEREST:** Each and all the covenants, conditions and restrictions in the Lease shall inure to the benefit of and shall be binding upon the successors in interest of the parties hereto.

16. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

17. **BINDING:** This lease may be re-negotiated at the option of LESSOR'S successors in office.

18. **TAXES**: LESSOR agrees to pay all taxes levied and assessed against the premises.

19. **DEFAULT**: If LESSEE fails to carry out any provision of this lease, LESSOR shall have the right to terminate the lease on ten (10) days written notice of their intention to do so, and LESSOR shall have the right to proceed by all legal means to obtain possession of the leased premises. LESSEE agrees that if LESSOR employs an attorney to represent it in order to obtain possession of the leased premises, that it will pay a reasonable attorney's fee and court costs in connection therewith to include, but not limited to, fees and costs associated with LESSEE's failure to surrender possession properly, quietly and peaceably.

20. **LEASE RENEWAL/EXTENSIONS**: Should LESSEE comply with the terms of this lease and desire for the lease to be extended or renewed, and should there have been no threatened, pending or actual legal action between the parties during the term of this lease, then LESSEE may request in writing to LESSOR, prior to expiration of this lease, that the lease be extended or renewed. LESSOR, may agree to extend or renew this lease with LESSEE with similar, additional or different terms in its sole discretion, as it sees fit, or elect not to extend or renew this lease. Should LESSOR not approve of an extension or renewal of the lease prior to expiration of this lease, then all rights of LESSEE ends upon termination of this lease. Upon termination of the lease, LESSOR shall be under no obligation whatsoever to offer any new lease to LESSEE.

21. **MODIFICATION**: This Lease shall not be modified except by the written agreement of both parties hereto.

22. **ENTIRE UNDERSTANDING:** This lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alternation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

23. **ACTS OF GOD:** Neither LESSOR nor LESSEE shall be required to perform any terms, condition, or covenant of this lease so long as performance is delayed or prevented by acts of God, drought, floods, material or labor restrictions by any governmental authority and any other cause not reasonably within the control of either party, and which, by the exercise of due diligence, LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

24. **NON-WAIVER OF DEFAULT:** The failure of the LESSOR to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this lease shall not constitute a default or be construed as a waiver or relinquishment of the right of the LESSOR to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE have hereunto signed and sealed this instrument as of the day and year first above written.

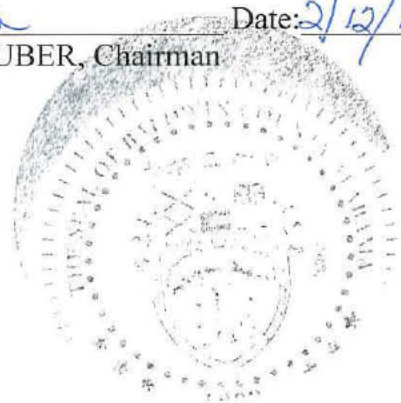
**LESSOR**

**BALDWIN COUNTY COMMISSION**

BY: Charles F. Gruber Date: 2/12/19  
CHARLES F. GRUBER, Chairman

ATTEST:

BY: Ronald J. Cink Date: 2/12/19  
Ronald J. Cink, Budget Director



**LESSEE**

**LILLIAN RECREATIONAL CENTER, INC.**

BY: 

MELVIN E. WHITEHURST, Ph.D.

As Its: President

Date

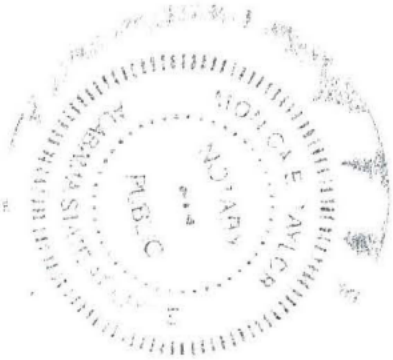
**\*NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Monica E. Taylor, a Notary Public, in and for said County in said State, do hereby certify that Charles F. Gruber, whose name as Chairman, and Ronald J. Cink, whose name as Budget Director of Baldwin County, Alabama, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date, that being informed of the contents of said instrument, they, as such officers, and with full authority, voluntarily executed the same on the day the same bears date.

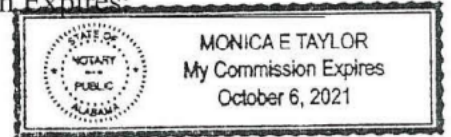
GIVEN under my hand and seal this the 12<sup>th</sup> day of February, 2019.



Monica E. Taylor

Notary Public

My Commission Expires:

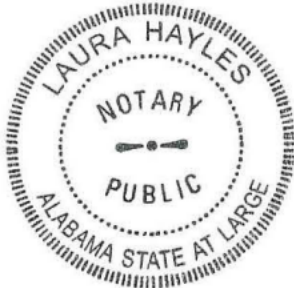


STATE OF ALABAMA

COUNTY OF BALDWIN

I, Laura Hayles, a Notary Public, in and for said County in said State, do hereby certify that Melvin E. Whitehurst, Ph.D., whose name as President of the Lillian Recreational Center, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he, as such officer, and with full authority, voluntarily executed the same on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and seal this the 8<sup>th</sup> day of February, 2019.



Laura Hayles

Notary Public

My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES NOVEMBER 5, 2019

MELVIN E. WHITEHURST 9/85  
OR ELIZABETH E WHITEHURST  
32369 US Hwy. 98 (251) 962-4340  
Lillian, AL 36549

61-1/620

2-10-19

DATE

PAY TO THE  
ORDER OF

County Commission

\$ 5.00

Five

~~25/25~~

DOLLARS



Photo  
Safe  
Deposit  
Details on back



REGIONS

FOR

Land Lease

M.E. Whitehurst

BP

Harland Clarke

September 1, 2020

**Via Certified U.S. Mail No. XXXXXX**  
**and Regular U.S. Mail**

Reverend Melvin E. Whitehurst, Ph.D., President  
Lillian Recreational Center, Inc.  
32369 Highway 98  
Lillian, Alabama 36549

**RE: Notice of Termination - Lease Agreement for Lillian Recreational Center Park**

Dear Dr. Whitehurst:

The Baldwin County Commission, during its regularly scheduled meeting held on September 1, 2020, and as authorized in Section 8. of the Lease Agreement between the Baldwin County Commission and Lillian Recreational Center, Inc., for the Lillian Recreational Center, Inc., to lease six (6) acres, more or less, of County property known as the Lillian Recreational Center Park in Lillian for the purposes of providing a public park and a recreational facility, terminated the Lease Agreement, effective October 1, 2020.

Please consider this correspondence as your one-month (30 days) written notice of termination, said termination effective October 1, 2020.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8515 or Wayne Dyess, County Administrator, at (251) 580-2550.

Sincerely,

BILLIE JO UNDERWOOD, Chairman  
Baldwin County Commission

BJU/akg Item \_\_\_\_

cc: Ron Cink  
Wayne Dyess  
Cian Harrison





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1461, **Version:** 1

**Item #:** BC1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Felisha Anderson, Archives Director

**Submitted by:** Felisha Anderson, Archives Director

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### **ITEM TITLE**

Request from Baldwin County High School - Cross Country Championships Event at Bicentennial Park

### **STAFF RECOMMENDATION**

Approve Baldwin County High School to host the Cross-Country Championships event at Baldwin County Bicentennial Park in Stockton, Alabama, on Saturday, October 17, 2020, beginning at 8:00 a.m. and ending at 12:00 p.m. and waive any park fees associated with this request.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** BCC Regular Meeting 9/18/2018 and BCC Regular Meeting 10/1/2019

**Background:** Staff received correspondence from Mr. Matthew Beckett, Cross Country Coach for Baldwin County High School, requesting the use of Bicentennial Park in Stockton, Alabama for a Cross Country Championships Event on Saturday, October 17, 2020, beginning at 8:00 a.m. and ending at 12:00 p.m. The Baldwin County Cross Country Championships is an event held every year in October where the cross-country teams from every high school in Baldwin County compete. There are two races in the Championship meet, one for girls and one for boys. The admission to the event this year is \$5.00 per vehicle. The approximate number of people expected to be in attendance is 500. Mr. Beckett is the responsible party.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration - mail correspondence to Mr. Beckett with the Commissioner's response to this request.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mr. Matthew Beckett  
Baldwin County High School  
1 Tiger Drive  
Bay Minette, Alabama 36507

**Additional instructions/notes:** N/A

## Felisha Anderson

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**From:** Matthew Beckett <mdbeckett@bcbe.org>  
**Sent:** Tuesday, August 11, 2020 1:03 PM  
**To:** Felisha Anderson  
**Subject:** Re: [EXTERNAL] RE: using Bicentennial Park for Baldwin County Cross Country Championships

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

**Host name:** Baldwin County High School

**Date of event:** Saturday, October 17<sup>th</sup> (morning); races start at 8:00 (girls 5K) and 8:40 (boys 5K)

**History behind the event:** The Baldwin County Cross Country Championships is held every year in October where the all the high school cross country teams (both girls and boys) in Baldwin County compete in a 5K race.

**Approximate number of attendees:** approximately 500

**Responsible Party:** Baldwin County High School – Coach Matt Beckett ([mdbeckett@bcbe.org](mailto:mdbeckett@bcbe.org) ; 251-455-5185)

**Cost to attend event:** Admission is \$5 per vehicle.

I've submitted the request form for the park online. And I should have the notarized paper copy in the mail in the next couple of days.

Thanks,

Matt Beckett  
Baldwin County HS  
Cross Country

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**From:** Felisha Anderson <fanderson@baldwincountyal.gov>  
**Date:** Wednesday, August 5, 2020 at 12:37 PM  
**To:** Matthew Beckett <mdbeckett@bcbe.org>  
**Subject:** [EXTERNAL] RE: using Bicentennial Park for Baldwin County Cross Country Championships



Hi Mr. Beckett,

I hope you are well. Below is the link to reserve the park.

<https://baldwincountyal.gov/community/parks/bicentennial/bicentennial-park-reservation>

If you are wanting fees reserved, I must submit an agenda item to the Commission for this. Please indicate this on the request and send the same email as last year indicating: Who is responsible, tentative number of attendees, start-end times etc.

Once received, I will present your request to the Commission.

Please contact me should you have additional questions.

---

**From:** Matthew Beckett <mdbeckett@bcbe.org>

**Sent:** Wednesday, August 5, 2020 8:49 AM

**To:** Felisha Anderson <fanderson@baldwincountyal.gov>

**Subject:** using Bicentennial Park for Baldwin County Cross Country Championships

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hey Ms. Anderson,

As long as fall sports go as planned according to AHSAA guidelines, we would like to once again host the Baldwin County Cross Country Championships at Bicentennial Park on the morning of Saturday, October 17<sup>th</sup>, 2020. Please let me know if we will be able to host the race once again at the park. And if so, let me know what paperwork you will need for me to complete.

Thanks so much.

Matt Beckett  
Baldwin County HS  
Cross Country

## Felisha Anderson

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**From:** bccwebmaster@baldwincountyal.gov  
**Sent:** Tuesday, August 11, 2020 1:02 PM  
**To:** ARCHIVALRECORDS  
**Subject:** New form entry is submitted - Park Reservation Bicentennial

## Default

<https://baldwincountyal.gov/Default>

## New form submission

### [Park Reservation Bicentennial](#)

Submitted on 11 August 2020, via IP 69.85.234.251 by Anonymous

**BICENTENNIAL PARK  
FACILITY RESERVATION REQUEST FORM**  
*Baldwin County Commission  
Department of Archives and History  
Mailing Address: 312 Courthouse Square, Suite 26  
Physical Address: 305 East 2nd Street  
Bay Minette, AL 36507  
251.580.1897*

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Name of Requestor: Matt Beckett

*Note: The Applicant and the Requestor shall be the responsible parties for the event.*

Name of Applicant/Individual/Group/Organization: Baldwin County High School

Street, City, State and Zip Code: 1 Tiger Drive, Bay Minette, AL 36507

Telephone Number(s): 251-455-5185

### ***Baldwin County Commission - Fee Schedule***

***Bicentennial Park Location(s)*** *Select all that apply.*

Bicentennial Park Group Tour



Bicentennial Park Church	Not Applicable (none)
Bicentennial Park Pavilion	Not Applicable (none)
Bicentennial Park - Entire Park	Not Applicable (none)

*\*If you are reserving for a non-profit organization, you must provide proof of non-profit status.*

County Staff Present During Event is two (2) County Employees.  
(These rates do not cover the presence of Sheriff's deputies at an event, only county employees assisting at request of event organizer.)

All cancellations must be made 14 days in advance to receive a full refund of deposit. Cancellations made less than 14 days in advance will forfeit the deposit amount.

Date(s) of Event:	10/17/20
Time(s) of Event:	8:00am
Number of People Attending:	500
Describe the Event Activity/Purpose:	Baldwin County Cross Country Championships - admission will be \$5 per vehicle
Email:	mdbeckett@bcbe.org

**Guidelines and Responsibilities of the Requestor(s):**

- Regardless of any reservation made, the public is allowed to use the above properties during the hours the properties are open.
- Setting up prior to an event and clean up after an event is the responsibility of the user. The areas used should be left in the same condition as they were prior to the event.

**In order to preserve the Historic Montpelier Church, the following is NOT allowed:**

- Decorations that penetrate or adhere to any part of the building
- Open Flames
- Food or Drinks

Required

I have read and agree to comply with the above listed guidelines and responsibilities for this reservation.

**DO NOT SIGN THE BELOW FORM UNTIL YOU RECEIVE CONFIRMATION OF YOUR RESERVATION FROM COUNTY STAFF VIA EMAIL.**

**BALDWIN COUNTY COMMISSION**

**INDEMNIFICATION AND USAGE REQUIREMENTS**

mdbeckett@bcbe.org

**Guidelines and Responsibilities of the Requestor(s):**

- Regardless of any reservation made, the public is allowed to use the above properties during the hours the properties are open.
- Setting up prior to an event and clean up after an event is the responsibility of the user. The areas used should be left in the same condition as they were prior to the event.

**In order to preserve the Historic Montpelier Church, the following is NOT allowed:**

- Decorations that penetrate or adhere to any part of the building
- Open Flames
- Food or Drinks

**Required**

☒ I have read and agree to comply with the above listed guidelines and responsibilities for this reservation.

Submit

DO NOT SIGN THE BELOW FORM UNTIL YOU RECEIVE CONFIRMATION OF YOUR RESERVATION FROM COUNTY STAFF VIA EMAIL.

**BALDWIN COUNTY COMMISSION****INDEMNIFICATION AND USAGE REQUIREMENTS**

IN ITS USE of Baldwin County, Alabama's facility/facilities as listed in the above Park Facility Reservation Request Form on date(s) listed above, to the fullest extent allowed by law, the Requestor and the Applicant, (Responsible Parties for the event) agree to indemnify, defend, and hold harmless Baldwin County, Alabama, its Commissioners, officers, department heads, employees, agents, attorneys and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by Baldwin County, Alabama, or for which Baldwin County, Alabama, may be liable, which arise from the negligence, misconduct, acts or omissions of the Responsible Parties, their officers, owners, shareholders, employees, invitees, representatives, agents, members or subcontractors arising out of any activities, actions or omissions in relation to the use of Baldwin County, Alabama's facility/facilities as listed in the above Park Facility Reservation Request Form. Baldwin County, Alabama, does not and shall not waive any rights against the Responsible Parties which it may have by reason of this indemnification. Furthermore, the Responsible Parties agree, in use of Baldwin County, Alabama's facility/facilities as listed in the above Park Facility Reservation Request Form, to return said county property to a pre-event condition upon exiting said county property. Responsible Parties' duties and requirements contained within this indemnification agreement shall survive the termination or expiration the Park Facility Reservation and the completion of the event and shall remain in full force and effect. The use of the facility/facilities shall be subject to all rules, regulations and requirements as may be adopted and/or amended by the Baldwin County Commission.

I, in my capacity as the Requestor and as representative of the Applicant, have read and agree to comply with the above listed guidelines and responsibilities for this reservation.

IN WITNESS WHEREOF, the Requestor, in his or her individual capacity and as representative on behalf of the Applicant, (the Responsible Parties) have executed this Indemnification and Usage Requirements instrument as of the date of full execution herein below.

BY: \_\_\_\_\_

AS: Requestor

/Date

BY: \_\_\_\_\_

AS: Representative on behalf of the Applicant

Title: \_\_\_\_\_

STATE OF

Alabama

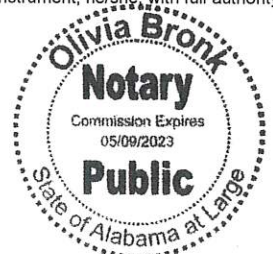
COUNTY OF

Baldwin

I, Olivia Bronk, a Notary Public in and for said County in said State, hereby certify that Matthew Beckett, whose name as Requestor and as responsible for the Applicant, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the 12 day of August, 2020.

Notary Public

My Commission Expires: 05/09/2023



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1447, **Version:** 1

**Item #:** BE1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG20-43 - Provision of an Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Award Bid #WG20-43 - Provision of an Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County to, **Mississippi Mosquito Control, LLC, in the amount of \$15,374.00 per month for 8 months per year** as per the attached Award Listing and authorize the Chairman to execute the Contract. (Contract shall be effective for thirty-six (36) months (2020-2023) and commence immediately upon the date of full execution).

### **BACKGROUND INFORMATION**

#### **Previous Commission action/date:**

7/07/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of an Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

**Background:** Bids were opened in the Purchasing Conference Room on August 5, 2020, at 2:00 p. m. One (1) bid was received. The bid was received from Mississippi Mosquito Control, LLC, in the amount of \$15,374.00 per month. The Contract will be effective for thirty-six (36) months (2020-2023) with regular mosquito control practices during the annual active mosquito season, March to October (8 months) per year. Recommendation is to award the bid to, Mississippi Mosquito Control, LLC, as per the attached Award Listing.

Nineteen (19) vendors registered on the County website and were notified by email as well as sent a postcard, via U.S. Postal Service notifying them of this solicitation.

### **FINANCIAL IMPACT**



**Total cost of recommendation:** \$15,374.00 per month X 8 = \$122,992.00 per year

**Budget line item(s) to be used:** 55410.5296

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
Standard County Contract

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/01/2020

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Letter to bidder

**Additional instructions/notes:** N/A

## COMPETITIVE BID #WG20-43 - Award Listing

Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County

Effective October, 2020 through October, 2023

**BIDDER:** Mississippi Mosquito Control, LLC

**Monthly Bid Amount:** \$15,374.00 x 8 months = \$122,992.00

MMC shall provide the fixed Services required by the BC Bid Documents and those outlined and described in the proposal for the monthly fee during the defined services period of March through October.

Additional Compensation for Services above the normal scope of the Contract:

**Larviciding:** \$0.002 per square foot

of Backpack, Poly Tank & Inspector Applied larvicided surface water which includes all labor, chemicals, equipment and materials. Detailed reports will be provided.

**Truck Mounted Adult Mosquito Spraying:** \$0.67 per acre/\$24.36 per mile sprayed

(one spray truck's assignment of zone(s) during one normal application) which includes all labor, chemicals, equipment and material. Detailed report will be provided.

**Wide Area Larviciding Applications:** \$42.00 per acre for treatment by truck

Based A-1 Octopus Larvicide treatment of bacterial products for Zika mosquitos and other container breeding mosquitos which includes all labor, chemicals, equipment and materials.

**Aerial Adult Mosquito Spraying:** \$1.92 per acre

Includes all labor, chemicals, equipment, and materials for every acre of the Conty that is sprayed by plane with approved pesticides. The aerial spraying shall be performed in minimum incremental blocks of 1500 acres and confirmed with an aerial spray record confirmation report that records the spray time and application rate of the plane along with the name of the chemical used. Additional, the plane's flight path during the spraying shall be recorded with a global positioning system and a report generated of location of plane while appling pesticide.

State of Alabama )

County of Baldwin )

## **CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES**

This Contract for **Professional and Construction Services** is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and **Mississippi Mosquito Control, LLC**, (hereinafter referred to as "PROVIDER").

### **WITNESSETH:**

**Whereas**, at its regular meeting on Tuesday, July 7, 2020, the COUNTY authorized staff to solicit bids for the Provision of an Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County; and

**Whereas**, PROVIDER presented a bid price to the COUNTY. Therefore, COUNTY wishes to retain PROVIDER, and PROVIDER wishes to provide those services hereinafter set out under the following terms and conditions.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
  - A. COUNTY: Baldwin County, Alabama
  - B. COMMISSION: Baldwin County Commission
  - C. PROVIDER: Mississippi Mosquito Control, LLC
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Mississippi Mosquito Control, LLC  
2008 Ladnier Rd.  
Gautier, MS 39553  
ATTN: Steven G. Pavlovich

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of "**Competitive Bid #WG20-43**", the same being expressly incorporated herein by reference, and without limitation will encompass:

**"Competitive Bid #WG20-43 – Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission".**

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails, etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid as per "ATTACHMENT A". Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution and shall terminate upon both the expiration of thirty-six (36) months or until such time that a new contract can be bid and awarded. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification and Hold Harmless. To the extent allowed by law, the PROVIDER shall indemnify, defend and hold harmless the County, its Commissioners, and their agents, employees and representatives from and against any claims, damages, losses, demands payments, suits, actions, recoveries and judgements of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the work pursuant to this Contract, provided that any such claim, damage, loss of expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and (2) is caused in whole or in part by an actor omission of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The PROVIDER shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work pursuant to this Contract until the same shall have been completed and accepted. PROVIDER shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The PROVIDER shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. PROVIDER shall make good any injury that may have occurred to any structure or utility in consequence of the work.

In any and all claims against the County or its officers, agents, employees or representatives by any employee of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation under the indemnity obligations shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII. Insurance. Prior to performing services pursuant to this Contract, PROVIDER shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and

Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should PROVIDER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold PROVIDER in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_  
BILLIE JO UNDERWOOD/ Date  
Chairman

\_\_\_\_\_  
WAYNE DYESS/ Date  
County Administrator

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**



PROVIDER

***Mississippi Mosquito Control, LLC***

\_\_\_\_\_/\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of Alabama)

County of \_\_\_\_\_)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of Mississippi Mosquito Control, LLC, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Mississippi Mosquito Control, LLC.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires

## "ATTACHMENT A"

### **BID # WG20-43 RESPONSE FORM**

Provision of an Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County

Page 1 of 1

Date: July 30, 2020

Out of State X or        If yes, 399 - 836  
Yes No Registration Number

Company Name: Mississippi Mosquito Control, LLC

Address: 2008 Ladhier Road

Gautier, MS 39553

Company Rep. 

Steven G. Pavlovich

(Rep. Name Typed or Printed)

Position: Manager / CEO

Email address: steve@mosquitocs.com

Phone: (504) 366 - 0084

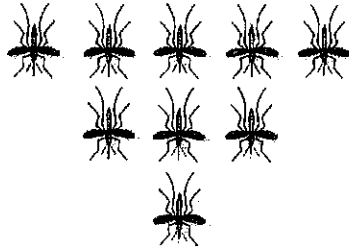
Fax: (368) 368 - 2512

Financing through another agency beside yourself        or X  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

N/A

Financing Agency Authorized Signature



---

**MISSISSIPPI MOSQUITO CONTROL, LLC**

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## **Compensation for Services**

Mississippi Mosquito Control shall provide the fixed services required by the Baldwin County Bid Document and those outlined and described in this proposal for the monthly fee of \$ **15,374.00** per month during the defined services period of March through October.

2008 Ladnier Road – Gautier, MS 39553  
(228) 497-6491 – 1-800-256-1784 – Fax” (228) 497-6465  
[www.mosquitocs.com](http://www.mosquitocs.com)

## **ADDITIONAL COMPENSATION FOR SERVICES ABOVE THE NORMAL SCOPE OF THE CONTRACT**

**MMC will provide additional services with prior written approval of the County if events occur that require increased effort and associated cost beyond the normal scope of this Proposal (i.e., hurricanes, flooding, man-made catastrophes, mosquito borne disease suppression, services performed beyond the maximums outlined in this proposal.) Said costs are as outlined below:**

**Larviciding** –MMC shall charge the County **\$ .002 per square foot** of Backpack, Poly Tank and Inspector Applied larvicided surface water which includes all labor, chemicals, equipment, and materials. A report is to be provided with the billing that details the amount of larvicide applied, the locations of the application, and the date of the applications.

**Truck Mounted Adult Mosquito Spraying - \$ .67 per acre/ \$ 24.36 per mile sprayed** (One Spray Truck's Assignment of Zone(s) during One Normal Application) which includes all labor, chemicals, equipment, and material. A report will be attached to any billings to the County that details the date and time of the truck assignment, the zone sprayed, acres sprayed, the pesticide used, and the boundaries of the areas sprayed if it is less than an entire zone.

**Wide Area Larviciding Applications- \$ 42.00 per acre** for treatment by Truck based A-1 Octopus Larvicide treatment of bacterial products for Zika mosquitoes (*Aedes aegypti*) and other container breeding mosquitoes which includes all labor, chemicals, equipment, and materials.

**Aerial Adult Mosquito Spraying** – MMC shall charge the County **\$ 1.98 per acre** which includes all labor, chemicals, equipment, and materials for every acre of the County that is sprayed by plane with approved pesticides. The aerial spraying shall be performed in minimum incremental blocks of 1500 acres and confirmed with an aerial spray record confirmation report that records the spray time and application rate of the plane along with the name of the chemical used. Additionally, the plane's flight path during the spraying shall be recorded with a global positioning system and a report is to be generated from this device that details the location of the plane while the pesticide is being applied.

In the event any situations arise during the term of this agreement that require services other than specified herein the parties shall first reach an agreement as to the scope and cost for such services. Any agreement between the parties shall be first reduced to writing and made an amendment to this agreement before it shall become effective; provided neither party shall be obligated to negotiate and/or contract with the other as to any such request for additional services.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1449, **Version:** 1

**Item #:** BE2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Anthony Lowery, Chief Deputy - Baldwin County Sheriff's Office; Troy Bookout, Sergeant - Baldwin County Sheriff's Office; Connie Dudgeon, Director of Budget & Finance - Baldwin County Sheriff's Office

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG20-45 - Provision of Police Vehicle Equipment (Brake Rotors/Pads) for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Police Vehicle Equipment (Brake Rotors/Pads) for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/01/2020

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail Bids

**Additional instructions/notes:** N/A

### **BID #WG20-45 SPECIFICATIONS**

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

Bidder shall give a Unit price as indicated on the Bid Response Form. The price shall include all applicable charges, destination charges, delivery charges, etc.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturers but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

### **AWARD**

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. **Prices bid shall be firm for a twelve (12) month period beginning on the day of the award. It is the County's intent to award the bid to one vendor.**

### **BID RESPONSE FORM:**

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The bid Guarantee should be attached to the front of the Response Form. **All exceptions must be listed and attached to the bid response form.**

### **A BID GUARANTEE OF \$500.00 SHALL BE INCLUDED WITH THE BID**

### **WARRANTY:**

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.

### **DELIVERY**

Delivery shall be made within **thirty (30)** days after receipt of order. Lead time shall be designated on the Bid Response Form. Delivery shall be to the Baldwin County Sheriff's Support Services division, 18185 Raymond Fell Drive, Robertsdale, AL., 36567. Delivery shall be set up with T. Bookout at (251) 972-8590 or M. Brown at (251) 972-7576.

2012 thru 2020 Chevrolet Police Tahoe PPV, 2016 thru 2020 Ford F-150 Police Responder and 2016 thru 2020 Ford Explorer PPV. In addition, 2021+ Chevrolet Tahoe PPV brake pads and rotors (both front and rear).

Front Rotors: Factory OEM Equipment or equivalent to PPV package.

Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent.

Rear Rotors: Factory OEM Equipment or Equivalent to PPV package.

Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent

**BID #WG20-45 RESPONSE FORM**

Provision of Police Vehicle Equipment (Brake Rotors/Pads)

Page 1 of 2

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_

(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_\_  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

\_\_\_\_\_  
Financing Agency Authorized Signature

\_\_\_\_\_

Brochures showing the equipment offered shall be attached to this Response Form.

**All exceptions must be listed and attached to the bid response form.**

**A BID GUARANTEE OF \$500.00 SHALL BE INCLUDED WITH THE BID**



**BID #WG20-45 RESPONSE FORM**

Provision of Sheriff's Office Vehicle Equipment (Brake Rotors/Pads)

Page 2 of 2

Front Rotors: Factory OEM Equipment or equivalent to PPV package

Model: \_\_\_\_\_

Amount Bid: \$\_\_\_\_\_ each

Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent

Model: \_\_\_\_\_

Amount Bid: \$\_\_\_\_\_ each

Rear Rotors: Factory OEM Equipment or Equivalent to PPV package

Model: \_\_\_\_\_

Amount Bid: \$\_\_\_\_\_ each

Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent

Model: \_\_\_\_\_

Amount Bid: \$\_\_\_\_\_ each



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1450, **Version:** 1

**Item #:** BE3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Terri Graham, Development and Environmental Director/Edward Fox, Deputy Development and Environmental Director

**Submitted by:** Loren Lucas, Assistant Purchasing Director

---

### **ITEM TITLE**

Competitive Bid #WG20-46 - Provision of Closed Top Recycling Roll-Off Containers for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Closed Top Recycling Roll Off Containers; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** This an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/01/2020

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail Bids

**Additional instructions/notes:** N/A

### **BID #WG20-46 SPECIFICATIONS**

These specifications describe closed top recycling container of the roll-off type with the following minimum specifications necessary to perform the work assigned. The containers shall be capable of transporting recyclable materials including but not limited to mixed paper products, cardboard, aluminum cans, steel cans, plastic jugs, plastic bottles, and various other recyclable materials to a landfill, transfer station, or recycling center. The manufacturer shall have produced this type of equipment for a period of at least five (5) years.

All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete working unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, subassemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this Invitation to Bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-1992.

The apparent silence of this specification and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All interpretation of the specification shall be made upon the basis of this statement.

This bid shall be effective for **one (1) calendar year**. Calendar year will begin the day of bid award.

### **Warranty**

Bidder shall provide a copy of the manufacturer's standard warranty for the product.

### **Parts Manual**

Bidder shall furnish a complete parts, maintenance, and operator's manual with each container sold.

### **Roll-Off Containers Specifications**

Capacity: 30 cubic yards minimum

Rectangular Container Body with 3" Rise Roof

Overall dimensions – approximately 22 ft long x 8ft wide x 68" side height inside I 80" side height outside to top rail (83" overall height with roof)

Straight Sides (**Tapered or Sloped sides will NOT be accepted**)

3 x 5 vertical channels/ribs on 38" centers

Straight front with doghouse around cable hook

Roof Construction: 12-gauge steel minimum

Three (3) compartments separated by two (2) hinged and pinned dividers

Eight (8) 30" x 30" sliding plastic doors (4 on each side). Load height of sliding plastic doors to be approximately 48" from ground to sliding plastic door openings

Floor Construction: 10-gauge steel minimum

Main Rails - 2" x 6" tubing 3/16" wall, with 1-1/2" solid bull nose

Cross members: 3" channel 4.1 lb/ft on 16" center minimum with two (2) gussets per cross member

Ground Wheel- (4) 8 x 6 ground wheels with grease fittings

Cable Hook - 1.5" hook integrated and welded into substructure cross members

Nose Rollers- 4" diameter x 6" long with recessed grease fittings

Side and divider construction: 12-gauge steel minimum

Rear Door: 12-gauge "Floor Ride" Gate with "debris guard" plate with 3 heavy duty hinges with grease fittings on each hinge.

Lever latch and lockable discharge door

Primed and painted on interior and exterior

Exterior Paint Color: Forest Green

Asphalt-Coal Tar Blend protective coating on exterior understructure

Continuous welds interior providing watertight construction

**Must be compatible with "Galbreath" roll-off system**

Two (2) dividers for a total of 3 compartments (see attached drawing – "ATTACHMENT A")

Rear Compartment: approximately 134" long

- Rear compartment will have two (2) sliding plastic doors each side sliding opposite directions
- Opening size of rear compartment doors: approximately 60" wide x 30" tall  
Middle compartment: approximately 80" long
- Middle compartment will have one (1) 30" x 30" sliding plastic door on each side  
Front compartment: approximately 50" long
- Front compartment will have one (1) 30" x 30" sliding plastic door on each side

**SEE ATTACHED DRAWING – "ATTACHMENT A"**

**BID #WG20-46 RESPONSE FORM**

Closed Top Recycling Roll-Off Containers

Page 1 of 2

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_\_  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

\_\_\_\_\_  
Financing Agency Authorized Signature

**BID #WG20-46 RESPONSE FORM**

Closed Top Recycling Roll-Off Containers

Page 2 of 2

**Make/Model:** \_\_\_\_\_

**Amount Bid:** \$ \_\_\_\_\_ each

**Lots of 10:** \$ \_\_\_\_\_

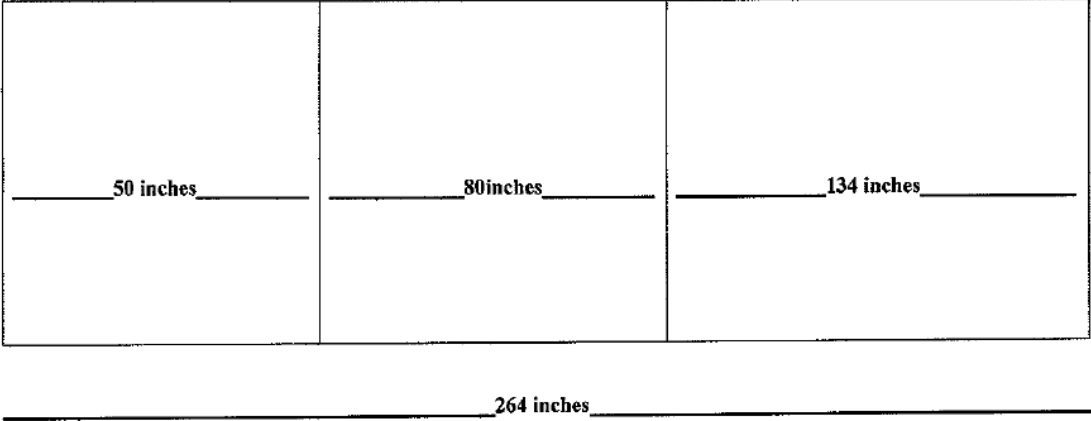
**Lots of 20:** \$ \_\_\_\_\_

Brochures showing the equipment offered and a copy of the Manufacturer's Standard Warranty shall be attached to this Response Form.

**ATTACHMENT A**

**Number of drop away partitions: two (2)**

**Rear Door**







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1451, **Version:** 1

**Item #:** BE4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Terri Graham, Development and Environmental Director/Edward Fox, Deputy Development and Environmental Director

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG20-47 - Provision of Alternate Daily Cover Material for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Alternate Daily Cover Material; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/01/2020

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail Bids

**Additional instructions/notes:** N/A

### **BID #WG20-47 SPECIFICATIONS**

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working product shall be furnished.

Bidders shall be prepared to give a complete demonstration of the merits of the products offered. The products so demonstrated shall be complete as offered by the bidder for the bid. In the event that the Solid Waste Department Head or his assigned personnel does not obtain the desired effects from the demonstrated products, then the next bidder will be requested to demonstrate their products for bid award consideration.

Bidder shall give a unit price as indicated on the Bid Response Form. The price shall include all applicable charges, to include but not limited to delivery, etc.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturers, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

### **BID RESPONSE FORM:**

Each supplier should use the Response Form provided for their bid. Exceptions are to be attached to the back of the Response Form. Prices bid shall be firm for a one (1) year period; the period shall begin the day of bid award.

It is the intent of the Commission to award to one (1) bidder.

### **DELIVERY**

Delivery shall be as soon as possible, but not more than fifteen (15) business days after receipt of order.

A Purchase Order will be issued for the materials and quantities listed. Delivery shall be made to the location listed on the Purchase Order.

### **GENERAL SPECIFICATIONS**

- Material must be a single bag mixture
- Material must be brown, green or gray in color
- Each material listed must be accompanied by MSDS
- Material when mixed should be able to be dispersed over compacted solid waste by the use of a Hydro seeder
- Material when mixed must meet all requirements as set by the Alabama Department of Environmental Management for use as alternative cover
- Material must not contain any nutrients for vectors
- The product must be capable of withstanding moderate rainfall without deterioration
- Material must have the capability of being applied to a minimum of 1/4"
- The materials must pass the Flammability Potential Screening Analysis of Waste (A.S.T.M. D4982-95) Include an Independent Laboratory Test (Flammability) A.S.T.M. D4982-95 showing negative Results on flammability
- Each bag must weigh 50 pounds or less

**BID #WG20-47 RESPONSE FORM**

Provision of Alternative Daily Cover Material

Page 1 of 2

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_\_  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

\_\_\_\_\_  
Financing Agency Authorized Signature

**A BID GUARANTEE OF \$500.00 MUST BE INCLUDED WITH YOUR BID.**

**BID #WG20-47 RESPONSE FORM**

Alternative Daily Cover Material

Page 2 of 2

**Product:** \_\_\_\_\_

**Amount Bid:** \$ \_\_\_\_\_ each

**Delivery Time:** \_\_\_\_\_

Any brochures or specification materials that provide information on the product that is being offered should be attached to this Response Form.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1454, **Version:** 1

**Item #:** BE5

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Maintenance Engineer

**Submitted by:** Loren Lucas, Assistant Purchasing Director

---

### **ITEM TITLE**

Competitive Bid #WG20-48 - Provision of Bituminous Materials for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications for the Provision of Bituminous Materials and authorize the Purchasing Director to place a competitive bid; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Bituminous Materials.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/01/2020

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail Bids

**Additional instructions/notes:** N/A

## **BID #WG20-48 SPECIFICATIONS**

### **QC/QA procedures for use on all Baldwin County Projects**

#### **Definitions**

County Engineer: The Engineer appointed by the Baldwin County Commission.  
Supplier: The Company that is supplying the bituminous concrete for the project.  
Contractor: The crew that is responsible for laying and compacting mix on the roadway.

#### ***1) QUALITY CONTROL.***

a) Supplier shall have on site a Level II Asphalt Technician anytime they are producing mix for Baldwin County.

#### ***b) QC/QA TESTING***

i) Sampling shall be performed in accordance with the sampling plan as stated in this specification. Samples will be randomly selected and obtained by the Supplier or BCHD and its affiliates. QC/QA samples shall be obtained at the project site but BCHD reserves the right to sample outside the sampling plan. A large enough sample shall be obtained so that it can be split between the Supplier, BCHD or its affiliates. Samples shall be tested for Air Voids, Liquid Asphalt Binder Content, Gradation, VMA, Effective AC Content, Dust/Asphalt Ratio, Stability, Flow, and Tensile Strength Ratio (TSR) as per table 3.

TABLE 3

Test Required	Test Method (Random Number)	Sampling Frequency * *	Tolerances
Asphalt Content +++++	AASHTO T308 ALDOT 354	Supplier per 500 tons BCHD per Lot	+/- .34
Maximum Specific Gravity	AASHTO T209	Supplier per 500 tons BCHD per Lot	N/A
Mixture Gradation****	AASHTO T 308	Supplier per 500 tons BCHD per Lot	+/- 7.0 % for the #4 and above +/- 4.0 %, #8 to #100 +/- 2.00 % for the #200
Dust/Asphalt Ratio***	ALDOT 371	Supplier per 500 tons BCHD per Lot	0.90 to 1.80
Air Void Content & VMA++	ALDOT 353, 307	Supplier per 500 tons BCHD per Lot	+/- 1.06%, 16.0 to 18.5
Marshall Stability and Flow ++		Supplier per 500 tons BCHD per Lot	1600, 8-18
Tensile Strength Ratio	ALDOT 361	Supplier & BCHD Minimum First 1000 tons and Every 10,000 ton thereafter	.80



Each individual Maximum Theoretical Specific Gravity (MTSG) shall be used to calculate Air Voids.

\*\* BCHD reserves the right to change sampling frequency; or sample outside the sample plan if it deems necessary. At least one sample shall be obtained from every project with tonnage less than 500.

\*\*\* If the Dust/Asphalt is out on two consecutive tests, production shall cease until proper plant adjustments are made.

\*\*\*\* If the test results are out of specification tolerance on two consecutive tests for the same size sieve, production shall cease until proper plant adjustments are made.

\*\*\*\* Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to but not exceed 97% on the 3/8" sieve.

++ The sample shall be one set of three Marshall samples+++.

++++ Under AASHTO T 308, if an ignition furnace is used, mixture calibration shall be used.

## 2) ADJUSTMENT PERIOD (Test Strip).

- a) During start-up operations, an adjustment period (test strip) as described below shall be required when producing a new job mix formula. The purpose of the adjustment period will be to permit the Supplier to adjust his production process and for Supplier QC personnel and BCHD QA personnel to calibrate and coordinate their testing procedures. The Supplier has the option of running a test strip or waiving the test strip, if the proposed job mix formula has been produced satisfactorily on previous BCHD projects. The waiver of a test strip shall be in writing to the County Engineer prior to any production and placement of the previously produced job mix design. The Supplier assumes the risk of milling and relaying unacceptable mix with no additional compensation if the test strip is not utilized.
- b) A test strip of not more than 300 tons shall be produced. Production shall stop until the Supplier has completed one liquid asphalt binder content, one air void content, and gradation. The test results for AC and Air Voids shall meet the requirements in Table 5, 100% pay in the 1 Test column.
- c) For LOT Pay Factor purposes a LOT shall be defined as a single BCHD project, multiple BCHD projects (Completed in one day) or one day's production not to exceed a 1000 tons. For testing purposes, a lot shall be defined as 1000 tons (+- 200 tons). QC/QA testing shall run independent to the Pay Factor LOT when tonnages on one or more BCHD projects do not exceed 1000 tons. An ongoing tonnage total shall be maintained at each individual plant supplying mix to BCHD and sampling shall be performed every 500 tons with a minimum of one test per project. When two tests have been completed, along with referee samples if necessary, Pay Factors shall be calculated and applied to tonnage produced on that day. The County Engineer will round a testing increment or a LOT, if necessary, to the nearest truckload of material.

## 3) ACCEPTANCE OR REJECTION.

- a) The recommendation of the County Engineer and decision of the Baldwin County Commission will be final as to the acceptance, rejection, or acceptance at an adjusted payment of each LOT. Upon completion of a LOT (2<sup>nd</sup> test and/or any referee test completed) pay factors shall be calculated and applied only to the mix produced in that day's production. Rejected LOTS could be removed at no cost to the Department and replaced at BCHD unit price.
- b) The act of sampling shall be the responsibility of the Supplier utilizing the following sample plan. Suppliers shall use the random number method to determine sampling location in the testing increment. If any deviation from the sampling plan occurs BCHD reserves the right to sample an Independent Verification Sample (IVS) (outside of the scope of the sampling plan) at any time. Any Supplier test sampled from outside the sampling could be rejected and replace with the results of the IVS and used for pay factor computation.
- c) The Supplier shall sample the mixture and split it into three equal samples large enough to run the test required in this specification: The Supplier's primary QC sample (PQCS), BCHD primary QA sample (PQAS) and a Referee Sample (RS). The portions of mixture for the BCHD and referee sample shall be bagged, labeled, and stored for testing (max 60 days) if required. Bagged samples shall have the following bag appropriate information accompanying the sample: Date Sampled, Ton Sampled, Truck Sampled, Random Number, Sequential Test Number (STN), Project/Road Name, Mix Type, BCHD Primary Sample or Referee Sample, copy of the Scale Ticket, and a copy of Suppliers tests results. BCHD testing increment shall consist of two primary QA samples, split with the primary QC samples, which will represent 1000 tons of mix. Both the QA sample and referee samples will be stored in a dry location by the Supplier for a period of no longer than 14 days and may be disposed of prior to the 14 days if comparison sample results, pay factors and referee issues have been resolved. BCHD will randomly select one of the two samples stored for testing. Samples will be tested in an ALDOT certified independent lab and results will be compared to the Supplier results for comparison compliance.
- d) If the Supplier's primary QC sample and the BCHD primary QA sample do not compare within the Acceptable Tolerances listed in Table 4 then the referee sample will be tested at the Suppliers Lab. The referee sample shall be tested jointly by the Supplier and BCHD's representative and the results shall be used to calculate the pay factor for the lot. All results are final once the referee sample has been tested.
- e) For testing purposes, the PQCS shall be run in the Supplier's lab and BCHD reserves the right to run the PQAS in an ALDOT approved independent lab or the Suppliers lab. During the adjustment period (Test Strip) the BCHD will test its PQAS along with the Suppliers PQCS in the Suppliers lab. Also in the case where the results of the PQCS and the results of the PQAS do not compare the Referee Sample will be tested jointly in the Suppliers lab.

**TABLE 4**

**COMPARISON OF BCHD AND SUPPLIER TESTING  
TEST ACCEPTABLE TOLERANCES**

ASPHALT CONTENT	± 0.30 %
AIR VOIDS	± 0.50 %

**ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX  
CHARACTERISTICS.**

**TABLE 5**

ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX CHARACTERISTICS  
Arithmetic Average of the Absolute Values of Deviations of the LOT Acceptance Tests from Job Mix  
Formula Values

<b>Asphalt Content*</b>					
LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-0.62	0.63-0.68	0.69-0.75	0.76-0.88	Over 0.88
2 Tests -	0.00-0.44	0.45-0.48	0.49-0.53	0.54-0.62	Over 0.62
<b>Voids in Total Mix (Lab. Compacted Samples) *</b>					
LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-2.50	2.51-2.70	2.71-3.00	3.01-3.5	Over 3.5
2 Tests -	0.00-1.77	1.78-1.91	1.92-2.12	2.13-2.47	Over 2.47

\* If approved by the Baldwin County Commission as recommended by the County Engineer, the Supplier may accept the indicated LOT partial payment. The Baldwin County Commission and/or County Engineer may require removal and replacement. If the LOT pay factor is greater than 0.80, the Supplier has the option to remove at no cost to the Department and to replace at contract unit bid price rather than accepting the reduced LOT payment. The only time the 1 Test row will be used is in the test strip and at the end of the annual contract if the second sample cannot be obtained due to low tonnage.

The lowest Pay Factor of the two criteria shall be applied to the LOT (for pay purposes as defined above).

**BID #WG20-48 SPECIFICATIONS**  
**ALDOT BITUMINOUS PLANT MIX 424**

Bituminous Plant Mix shall be in accordance with applicable portions of Section 410, Section 804 and Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the “Asphalt Index” as reported by ALDOT each month.

All Asphalt Index adjustment calculations shall be provided by the Vendor with each invoice. No invoice will be paid without these calculations.

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

Prices shall be offered for product delivered F.O.B. to Baldwin County and at Bidders facility F.O.B. Baldwin County Vehicle. Location of such facility must be noted.

In the event that the awarded bidders Facility is not open for business then the secondary awarded bidder will become the prime supplier for that day. This will be noted by a notation being placed at the bottom of the request for materials by the County Representative that has contacted the awarded bidder.

Bidder must furnish to Baldwin County job sites on a daily basis, as ordered, a minimum of 1,000 tons, per operating crew, as needed. In the event the awarded bidder cannot comply with this requirement the bidder will be deemed not open for business and be non-compliant with the specifications.

Bids for product **delivered** F.O.B. to Baldwin County shall be considered on a per “**Maintenance Area**” basis with the Maintenance Areas delivered as shown on the attached map. Baldwin County will award on a “**Per Area**” basis and the vendors must give a price for each Mix delivered to each Maintenance Area in order for the entire bid to be considered.

Bid price for material being **picked up** from plant by Baldwin County shall be based on location of plant facility. The Vendor must provide a physical address of all plant facilities along with price for respective facility.

Should multiple vendors be awarded bids, and should a road cross between two (2) “Areas” with a different vendor for each Area, the lower price of the two vendors will be chosen to supply the mix chosen for that job. The intent of this bid arrangement is for Baldwin County to attract the lowest possible bid price for product supplied to the County by taking advantage of potential transportation cost swings.

**If the Supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pick up, or have delivered material from the nearest facility most convenient to the job site, whether it is the prime or secondary vendor, at the pickup or delivered price, by doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.**

**The County also reserves the option, at their sole discretion, to pick up or have delivered material from the facility most convenient to the jobsite, whether it is the prime or secondary vendor, at the pickup or delivered price at the end of the day of the order that the supplier could not deliver the amount specified.**

**All Costs and expenses related to the supplier's failure to deliver material as and when specified, including without limitation the cost of the material itself, shall be borne solely by the supplier, and the County shall not be responsible or liable for any such cost or expenses.**

Prices shall be provided as follows:

424A-280	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range E
424A-281	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range E
424A-336	Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-340	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-341	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-360	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D
424A-361	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D
424B-293	Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Maximum Aggregate Size Mix, ESAL Range E
424B-635	Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-636	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-637	Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-651	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D
424B-663	Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Maximum Aggregate Size Mix, ESAL Range C/D

**CONTRACT PERIOD**

**It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period.**

**BID #WG20-48 SPECIFICATIONS**  
**BALDWIN COUNTY BITUMINOUS PLANT MIX 723**

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements noted in the following sections of these specifications. If the County Engineer determines there is insufficient Asphalt Cement coating on the aggregate or a lack of sufficient blending of RAP particles with the virgin aggregate because of the high percentage of RAP allowed in this specification and the inherent low temperatures used to produce WMA; the County Engineer may require a new Job Mix Formula (JMF) with a maximum of 20% RAP.

All ALDOT guidelines and policies shall apply to this mix except where noted below.

The ALDOT Standard Specification for Highway Construction shall apply except where noted below

**BC 723 Materials**

**1) RECYCLED ASPHALT PLANT MIX (RAP) AND RECLAIMED ASPHALT SHINGLES (RAS).**

**a) ALLOWABLE USAGE OF RAP AND RAS**

- i) The Supplier shall have the option to use RAP and RAS (Reclaimed Asphalt Shingles) in accordance with the requirements given. The total amount of RAP and RAS shall not exceed 35%.
- ii) The Supplier shall have the option to use any ratio of RAP (Recycled Asphalt Pavement) to virgin material from 0% to 35%.
- iii) RAS shall be limited to 5 % of the total aggregate content when the RAS is consumer waste (from roofing materials) and shall be limited to 5 % of the total aggregate content when the RAS is manufacturing waste.

**2) BLEND OF AGGREGATES.**

**a) GRADATIONS FOR BLEND OF AGGREGATES**

- i) The coarse and fine aggregates, mineral filler, and recycled material shall be combined in a total blend that will produce an acceptable job mix within the gradation limits determined by the maximum and minimum control points shown in the following table.

**TABLE 1**

**Job Mix Formula (JMF) Parameters**

Sieve Size	% Passing by Weight
1/2" { 12.5 mm }	100% *
3/8" { 9.5 mm }	90% - 97% **
No. 4 { 4.75 mm }	61% - 84%
No. 8 { 2.36 mm }	41% - 64%
No. 16 { 1.18 mm }	32% - 45%
No. 30 { 600 mm }	21% - 39%
No. 50 { 300 mm }	10% - 28%
No. 100 { 150 mm }	6% - 20%
No. 200 { 75 µm }	4% - 12%

**Notes:**

Mix shall be 100% passing the 1/2" sieve, No Exception,

\*\* Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to 97%

**3) MIX PROPERTIES**

**a) AIR VOIDS (Va)**

- i) The design air voids for this mix shall be 5.00%.

**b) VOIDS IN MINERAL AGGREGATE (VMA)**

- i) The job mix shall be designed to produce a minimum VMA of 16.0 and a maximum of 18.5.

**c) LIQUID ASPHALT BINDER CONTENT (Pb)**

- i) The job mix shall be designed at a minimum Liquid Asphalt Binder Content (Pb) of 5.80% and a maximum Liquid Asphalt Binder Content (Pb) of 7.50%. (Baldwin County has the right to lower the grade of virgin asphalt binder content if needed)

**d) DUST PROPORTION**

- i) The ratio of the percent by weight {mass} of aggregate passing the No. 200 sieve to the effective asphalt content expressed as percent by weight {mass} of the total mix shall be between 0.9 and 1.80 for this mix. These ratio limits apply to both the design and production phases. Effective asphalt content is that asphalt cement not absorbed

into the aggregate pore structure and is determined according to Section 4.09 of the Asphalt Institute's, MS-2, *Mix Design Methods for Asphalt Concrete*.

e) **RESISTANCE TO MOISTURE INDUCED DAMAGE**

- i) All mixes shall be designed and produced to have a tensile strength ratio (TSR) of at least 0.80 when compacted according to ALDOT-307 at seven percent air voids and tested in accordance with AASHTO T 283 as modified by ALDOT-361. If either TSR fails in production (Suppliers or BCHD representatives) another TSR will be run out of the referee sample, jointly by the Supplier and BCHD representatives in the Suppliers lab. If that TSR fails, the Baldwin County Commission and/or County Engineer shall determine whether the Supplier shall remove the tonnage in the lot at no cost to BCHD or leave it in place at a pay reduction.

4) **DESIGN PROCEDURES**

- a) The 50 Blow Marshall Mix Design Method shall be used for this mix. The minimum Marshall Stability shall be 1600 and the flow values shall be 8 to 18.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the "Asphalt Index" as reported by ALDOT each month.

All Asphalt Index adjustment calculations shall be provided by the Vendor with each invoice. No invoice will be paid without these calculations.

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

Prices shall be offered for product delivered F.O.B. to Baldwin County and at Bidders facility F.O.B. Baldwin County Vehicle. Location of such facility must be noted.

In the event that the awarded bidders Facility is not open for business then the secondary awarded bidder will become the prime supplier for that day. This will be noted by a notation being placed at the bottom of the request for materials by the County Representative that has contacted the awarded bidder.

Bidder must furnish to Baldwin County job sites on a daily basis, as ordered, a minimum of 1,000 tons, per operating crew, as needed. In the event the awarded bidder cannot comply with this requirement the bidder will be deemed not open for business and be non-compliant with the specifications.



Bids for product delivered F.O.B. to Baldwin County shall be considered on a per **“Maintenance Area”** basis with the Maintenance Areas delivered as shown on the attached map. Baldwin County will award on a **“Per Area”** basis and the vendors must give a price for each Mix delivered to each Maintenance Area in order for the entire bid to be considered.

Should multiple vendors be awarded bids, and should a road cross between two (2) “Areas” with a different vendor for each Area, the lower price of the two vendors will be chosen to supply the mix chosen for that job. The intent of this bid arrangement is for Baldwin County to attract the lowest possible bid price for product supplied to the County by taking advantage of potential transportation cost swings.

**If the Supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pick up, or have delivered material from the nearest facility most convenient to the job site, whether it is the prime or secondary vendor, at the pickup or delivered price, by doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.**

**The County also reserves the option, at their sole discretion, to pick up or have delivered material from the facility most convenient to the jobsite, whether it is the prime or secondary vendor, at the pickup or delivered price at the end of the day of the order that the supplier could not deliver the amount specified.**

**All Costs and expenses related to the supplier’s failure to deliver material as and when specified, including without limitation the cost of the material itself, shall be borne solely by the supplier, and the County shall not be responsible or liable for any such cost or expenses.**

#### **CONTRACT PERIOD**

**It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period.**

**Bid WG20-48 shall be used in conjunction with Bid WG20-49. Awarded bidder(s) of each bid shall work together to accomplish scope of work as directed by Baldwin County.**

**BID #WG20-48 RESPONSE FORM****Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723****Maintenance Area - 100**

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

\_\_\_\_\_  
(Please Print or Type Name)

Position: \_\_\_\_\_

Supply Location: \_\_\_\_\_

<b>Description Of Item</b>	<b>FOB Delivered Area 100</b>	
<u>BC-723</u>	\$ _____	Ton
<u>424A-280</u>	\$ _____	Ton
<u>424A-281</u>	\$ _____	Ton
<u>424A-336</u>	\$ _____	Ton
<u>424A-340</u>	\$ _____	Ton
<u>424A-341</u>	\$ _____	Ton
<u>424A-360</u>	\$ _____	Ton
<u>424A-361</u>	\$ _____	Ton
<u>424B-293</u>	\$ _____	Ton
<u>424B-635</u>	\$ _____	Ton
<u>424B-636</u>	\$ _____	Ton
<u>424B-637</u>	\$ _____	Ton
<u>424B-651</u>	\$ _____	Ton
<u>424B-663</u>	\$ _____	Ton
<u>RAP</u>	\$ _____	Ton
<u>Cold Mix Asphalt</u>	\$ _____	50 LB Bag

**BID #WG20-48 RESPONSE FORM****Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723****Maintenance Area - 200**

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

\_\_\_\_\_  
(Please Print or Type Name)

Position: \_\_\_\_\_

Supply Location: \_\_\_\_\_

<b>Description Of Item</b>	<b>FOB Delivered Area 200</b>	
<u>BC-723</u>	\$ _____	Ton
<u>424A-280</u>	\$ _____	Ton
<u>424A-281</u>	\$ _____	Ton
<u>424A-336</u>	\$ _____	Ton
<u>424A-340</u>	\$ _____	Ton
<u>424A-341</u>	\$ _____	Ton
<u>424A-360</u>	\$ _____	Ton
<u>424A-361</u>	\$ _____	Ton
<u>424B-293</u>	\$ _____	Ton
<u>424B-635</u>	\$ _____	Ton
<u>424B-636</u>	\$ _____	Ton
<u>424B-637</u>	\$ _____	Ton
<u>424B-651</u>	\$ _____	Ton
<u>424B-663</u>	\$ _____	Ton
<u>RAP</u>	\$ _____	Ton
<u>Cold Mix Asphalt</u>	\$ _____	50 LB Bag

**BID #WG20-48 RESPONSE FORM****Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723****Maintenance Area - 300**

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

\_\_\_\_\_  
(Please Print or Type Name)

Position: \_\_\_\_\_

Supply Location: \_\_\_\_\_

<b>Description Of Item</b>	<b>FOB Delivered Area 300</b>	
BC-723	\$ _____	Ton
424A-280	\$ _____	Ton
424A-281	\$ _____	Ton
424A-336	\$ _____	Ton
424A-340	\$ _____	Ton
424A-341	\$ _____	Ton
424A-360	\$ _____	Ton
424A-361	\$ _____	Ton
424B-293	\$ _____	Ton
424B-635	\$ _____	Ton
424B-636	\$ _____	Ton
424B-637	\$ _____	Ton
424B-651	\$ _____	Ton
424B-663	\$ _____	Ton
RAP	\$ _____	Ton
Cold Mix Asphalt	\$ _____	50 LB Bag

**BID #WG20-48 RESPONSE FORM****Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723****Picked Up based on facility location**

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

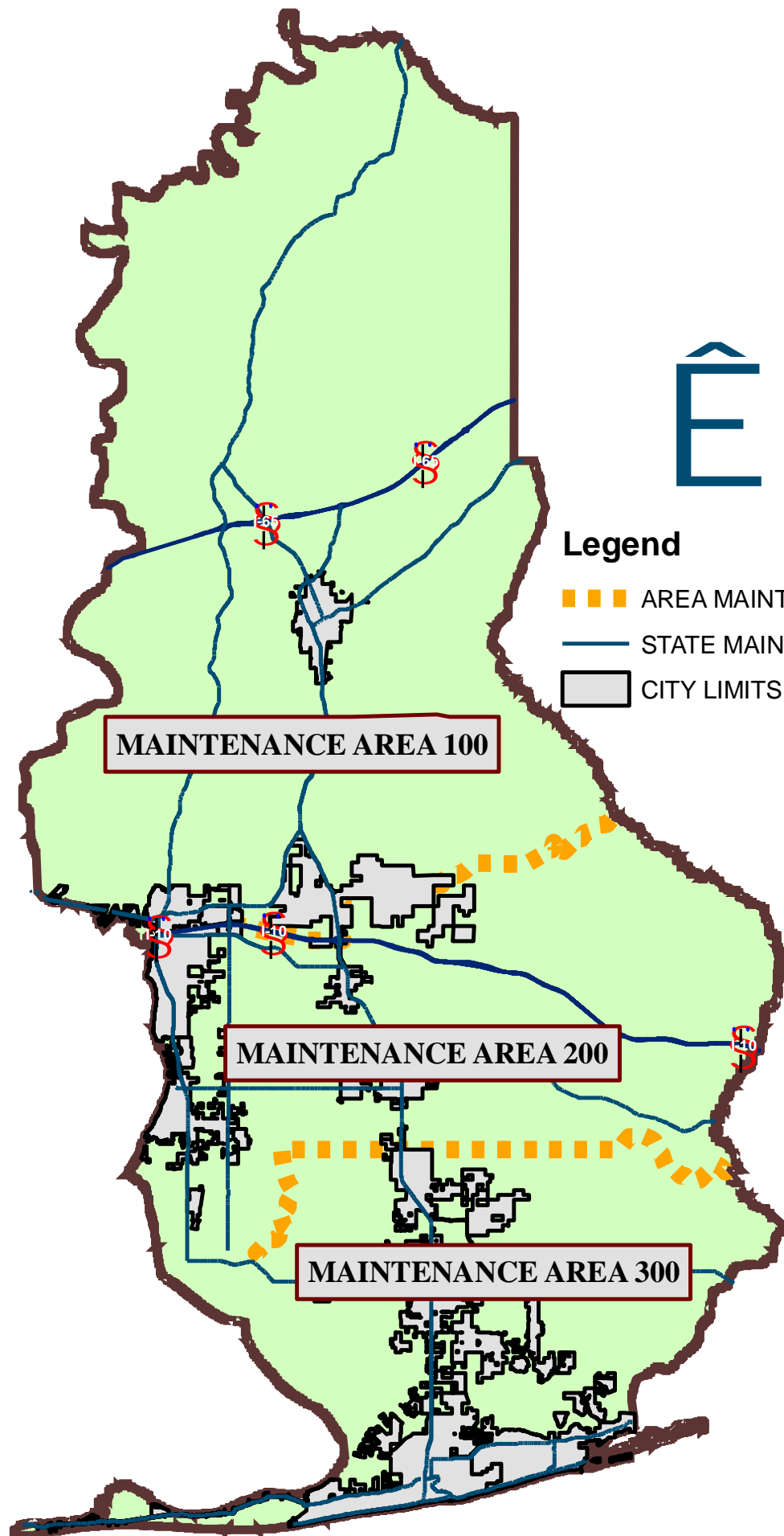
Authorized Signature: \_\_\_\_\_

\_\_\_\_\_  
(Please Print or Type Name)

Position: \_\_\_\_\_

Supply Location: \_\_\_\_\_

<b>Description Of Item</b>	<b>FOB Shipping Point</b>	
<u>BC-723</u>	\$ _____	Ton
<u>424A-280</u>	\$ _____	Ton
<u>424A-281</u>	\$ _____	Ton
<u>424A-336</u>	\$ _____	Ton
<u>424A-340</u>	\$ _____	Ton
<u>424A-341</u>	\$ _____	Ton
<u>424A-360</u>	\$ _____	Ton
<u>424A-361</u>	\$ _____	Ton
<u>424B-293</u>	\$ _____	Ton
<u>424B-635</u>	\$ _____	Ton
<u>424B-636</u>	\$ _____	Ton
<u>424B-637</u>	\$ _____	Ton
<u>424B-651</u>	\$ _____	Ton
<u>424B-663</u>	\$ _____	Ton
<u>RAP</u>	\$ _____	Ton
<u>Cold Mix Asphalt</u>	\$ _____	50 LB Bag



### Legend

- AREA MAINT. DIVIDING LINES
- STATE MAINTAINED HIGHWAYS
- CITY LIMITS



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1455, **Version:** 1

**Item #:** BE6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Maintenance Engineer

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG20-49 - Provision of Labor and Equipment for Asphalt Placement for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Labor and Equipment for Asphalt Placement; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Labor and Equipment for Asphalt Placement.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/01/2020

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail Bids

**Additional instructions/notes:** N/A



## **BID #WG20-49 SPECIFICATIONS QC/QA procedures for use on all Baldwin County Projects**

### Definitions

County Engineer: The engineer appointed by the Baldwin County Commission.

Supplier: The company that is supplying the bituminous concrete for the project.

Contractor: The crew that is responsible for laying and compacting mix on the roadway.

### ***1) QUALITY CONTROL.***

a) Supplier shall have on site a Level II Asphalt Technician anytime they are producing mix for Baldwin County.

#### **b) QC/QA TESTING**

i) Sampling shall be performed in accordance with the sampling plan as stated in this specification. Samples will be randomly selected and obtained by the Supplier or Baldwin County Highway Department and its affiliates. QC/QA samples shall be obtained at the project site but Baldwin County Highway Department reserves the right to sample outside the sampling plan. A large enough sample shall be obtained so that it can be split between the Supplier, Baldwin County Highway Department or its affiliates. Samples shall be tested for Air Voids, Liquid Asphalt Binder Content, Gradation, VMA, Effective AC Content, Dust/Asphalt Ratio, Stability, Flow, and Tensile Strength Ratio (TSR) as per table 3.

TABLE 3

Test Required	Test Method (Random Number)	Sampling Frequency * * (100% Pay)	Tolerances
Asphalt Content +++++	AASHTO T308	Supplier per 500 tons	+/- .34
	ALDOT 354	BCHD per Lot	
Maximum Specific Gravity	AASHTO T209	Supplier per 500 tons	N/A
		BCHD per Lot	

Mixture Gradation****	AASHTO T 308	Supplier per 500 tons	+/- 7.0 % for the #4 and above
		BCHD per Lot	+/- 4.0 %, #8 to #100
			+/- 2.00 % for the #200
Dust/ Asphalt Ratio***	ALDOT 371	Supplier per 500 tons	0.90 to 1.80
		BCHD per Lot	
Air Void Content & VMA++	ALDOT 353, 307	Supplier per 500 tons	+/- 1.06%, 16.0 to 18.5
		BCHD per Lot	
Marshall Stability and Flow ++		Supplier per 500 tons	1600, 8-18
		BCHD per Lot	
Tensile Strength Ratio	ALDOT 361	Supplier & BCHD	Minimum .80
		First 1000 tons and	
		Every 10,000 ton thereafter	

Each individual Maximum Theoretical Specific Gravity (MTSG) shall be used to calculate Air Voids.

\*\* Baldwin County Highway Department reserves the right to change sampling frequency; or sample outside the sample plan if it deems necessary. At least one sample shall be obtained from every project with tonnage less than 500.

\*\*\* If the Dust/Asphalt is out on two consecutive tests, production shall cease until proper plant adjustments are made.

\*\*\*\* If the test results are out of specification tolerance on two consecutive tests for the same size sieve, production shall cease until proper plant adjustments are made.

\*\*\*\* Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to but not exceed 97% on the 3/8" sieve.

++ The sample shall be one set of three Marshall samples+++.

++++ Under AASHTO T 308, if an ignition furnace is used, mixture calibration shall be used.

## 2) ADJUSTMENT PERIOD (Test Strip).

- a) During start-up operations, an adjustment period (test strip) as described below shall be required when producing a new job mix formula. The purpose of the adjustment period will be to permit the Supplier to adjust his production process and for Supplier QC personnel and Baldwin County Highway Department QA personnel to calibrate and coordinate their testing procedures. The Supplier has the option of running a test strip or waiving the test strip, if the proposed job mix formula has been produced satisfactorily on previous Baldwin County Highway Department projects. The waiver of a test strip shall be in writing to the County Engineer prior to any production and placement of the previously produced job mix design. The Supplier assumes the risk of milling and relaying unacceptable mix with no additional compensation if the test strip is not utilized.
  - b) A test strip of not more than 300 tons shall be produced. Production shall stop until the Supplier has completed one liquid asphalt binder content, one air void content, and gradation. The test results for AC and Air Voids shall meet the requirements in Table 5, 100% pay in the 1 Test column.
  - c) For LOT Pay Factor purposes a LOT shall be defined as a single Baldwin County Highway Department project, multiple Baldwin County Highway Department projects (Completed in one day) or one day's production not to exceed a 1000 tons. For testing purposes, a lot shall be defined as 1000 tons (+/- 200 tons). QC/QA testing shall run independent to the Pay Factor LOT when tonnages on one or more Baldwin County Highway Department projects do not exceed 1000 tons. An ongoing tonnage total shall be maintained at each individual plant supplying mix to Baldwin County Highway Department and sampling shall be performed every 500 tons with a minimum of one test per project. When two tests have been completed, along with referee samples if necessary, Pay Factors shall be calculated and applied to tonnage produced on that day. The County Engineer will round a testing increment or a LOT, if necessary, to the nearest truckload of material.
- 3) ACCEPTANCE OR REJECTION.
- a) The recommendation of the County Engineer and decision of the Baldwin County Commission will be final as to the acceptance, rejection, or acceptance at an adjusted payment of each LOT. Upon completion of a LOT (2<sup>nd</sup> test and/or any referee test completed) pay factors shall be calculated and applied only to the mix produced in that day's production. Rejected LOTS could be removed at no cost to the Department and replaced at Baldwin County Highway Department unit price.
  - b) The act of sampling shall be the responsibility of the Supplier utilizing the following sample plan. Suppliers shall use the random number method to determine sampling location in the testing increment. If any deviation from the sampling plan occurs Baldwin County Highway Department reserves the right to sample an Independent Verification Sample (IVS) (outside of the scope of the sampling plan) at any time. Any Supplier test sampled from outside the sampling could be rejected and replace with the results of the IVS and used for pay factor computation.

- c) The Supplier shall sample the mixture and split it into three equal samples large enough to run the test required in this specification: The Supplier's primary QC sample (PQCS), Baldwin County Highway Department primary QA sample (PQAS) and a Referee Sample (RS). The portions of mixture for the Baldwin County Highway Department and referee sample shall be bagged, labeled, and stored for testing (max 60 days) if required. Bagged samples shall have the following bag appropriate information accompanying the sample: Date Sampled, Ton Sampled, Truck Sampled, Random Number, Sequential Test Number (STN), Project/Road Name, Mix Type, Baldwin County Highway Department Primary Sample or Referee Sample, copy of the Scale Ticket, and a copy of Suppliers tests results. Baldwin County Highway Department testing increment shall consist of two primary QA samples, split with the primary QC samples, which will represent 1000 tons of mix. Both the QA sample and referee samples will be stored in a dry location by the Supplier for a period of no longer than 14 days and may be disposed of prior to the 14 days if comparison sample results, pay factors and referee issues have been resolved. Baldwin County Highway Department will randomly select one of the two samples stored for testing. Samples will be tested in an ALDOT certified independent lab and results will be compared to the Supplier results for comparison compliance.
- d) If the Supplier's primary QC sample and the Baldwin County Highway Department primary QA sample do not compare within the Acceptable Tolerances listed in Table 4 then the referee sample will be tested at the Suppliers Lab. The referee sample shall be tested jointly by the Supplier and Baldwin County Highway Department's representative and the results shall be used to calculate the pay factor for the lot. All results are final once the referee sample has been tested.
- e) For testing purposes, the PQCS shall be run in the Supplier's lab and Baldwin County Highway Department reserves the right to run the PQAS in an ALDOT approved independent lab or the Suppliers lab. During the adjustment period (Test Strip) the Baldwin County Highway Department will test its PQAS along with the Suppliers PQCS in the Suppliers lab. Also in the case where the results of the PQCS and the results of the PQAS do not compare the Referee Sample will be tested jointly in the Suppliers lab.

**TABLE 4**

COMPARISON OF BCHD AND SUPPLIER TESTING  
TEST ACCEPTABLE TOLERANCES

ASPHALT CONTENT	± 0.30 %
AIR VOIDS	± 0.50 %

**ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX CHARACTERISTICS.**

**TABLE 5**

ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX CHARACTERISTICS  
Arithmetic Average of the Absolute Values of Deviations of the LOT Acceptance Tests from Job Mix  
Formula Values

**Asphalt Content\***

LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-0.62	0.63-0.68	0.69-0.75	0.76-0.88	Over 0.88
2 Tests -	0.00-0.44	0.45-0.48	0.49-0.53	0.54-0.62	Over 0.62

**Voids in Total Mix (Lab. Compacted Samples) \***

LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-2.50	2.51-2.70	2.71-3.00	3.01-3.5	Over 3.5
2 Tests -	0.00-1.77	1.78-1.91	1.92-2.12	2.13-2.47	Over 2.47

\* If approved by the Baldwin County Commission as recommended by the County Engineer, the Supplier may accept the indicated LOT partial payment. The Baldwin County Commission and/or County Engineer may require removal and replacement. If the LOT pay factor is greater than 0.80, the Supplier has the option to remove at no cost to the Department and to replace at contract unit bid price rather than accepting the reduced LOT payment. The only time the 1 Test row will be used is in the test strip and at the end of the annual contract if the second sample cannot be obtained due to low tonnage.

The lowest Pay Factor of the two criteria shall be applied to the LOT (for pay purposes as defined above).

**BID #WG20-49 SPECIFICATIONS**  
**ALDOT BITUMINOUS PLANT MIX 424**

Bituminous Plant Mix shall be in accordance with applicable portions of Section 410, Section 804 and Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the "Asphalt Index" as reported by ALDOT each month.

All Asphalt Index adjustment calculations shall be provided by the Vendor with each invoice. No invoice will be paid without these calculations.

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

**CONTRACT PERIOD**

**The bid award will be for 12 months beginning on date of award.**

**BID #WG20-49 SPECIFICATIONS**  
**BALDWIN COUNTY BITUMINOUS PLANT MIX 723**

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements noted in the following sections of these specifications. If the County Engineer determines there is insufficient Asphalt Cement coating on the aggregate or a lack of sufficient blending of RAP particles with the virgin aggregate because of the high percentage of RAP allowed in this specification and the inherent low temperatures used to produce WMA; the County Engineer may require a new Job Mix Formula (JMF) with a maximum of 20% RAP.

All ALDOT guidelines and policies shall apply to this mix except where noted below.

The ALDOT Standard Specification for Highway Construction shall apply except where noted below

**BC 723 Materials**

**1) RECYCLED ASPHALT PLANT MIX (RAP) AND RECLAIMED ASPHALT SHINGLES (RAS).**

**a) ALLOWABLE USAGE OF RAP AND RAS**

- i) The Supplier shall have the option to use RAP and RAS (Reclaimed Asphalt Shingles) in accordance with the requirements given. The total amount of RAP and RAS shall not exceed 35%.
- ii) The Supplier shall have the option to use any ratio of RAP (Recycled Asphalt Pavement) to virgin material from 0% to 35%.
- iii) RAS shall be limited to 5 % of the total aggregate content when the RAS is consumer waste (from roofing materials) and shall be limited to 5 % of the total aggregate content when the RAS is manufacturing waste.

**2) BLEND OF AGGREGATES.**

**a) GRADATIONS FOR BLEND OF AGGREGATES**

- i) The coarse and fine aggregates, mineral filler, and recycled material shall be combined in a total blend that will produce an acceptable job mix within the gradation limits determined by the maximum and minimum control points shown in the following table.

**TABLE 1**

**Job Mix Formula (JMF) Parameters**

Sieve Size	% Passing By Weight
1/2" {12.5 mm}	100% *
3/8" {9.5 mm}	90% - 97% **
No. 4 {4.75 mm}	61% - 84%
No. 8 {2.36 mm}	41% - 64%
No. 16 {1.18 mm}	32% - 45%
No. 30 {600 mm}	21% - 39%
No. 50 {300 mm}	10% - 28%
No. 100 {150 mm}	6% - 20%
No. 200 {75 µm}	4% - 12%

**Notes:**

Mix shall be 100% passing the 1/2" sieve, No Exception,

\*\* Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to 97%

**3) MIX PROPERTIES**

**a) AIR VOIDS (Va)**

- i) The design air voids for this mix shall be 5.00%.

**b) VOIDS IN MINERAL AGGREGATE (VMA)**

- i) The job mix shall be designed to produce a minimum VMA of 16.0 and a maximum of 18.5.

**c) LIQUID ASPHALT BINDER CONTENT (Pb)**

- i) The job mix shall be designed at a minimum Liquid Asphalt Binder Content (Pb) of 5.80% and a maximum Liquid Asphalt Binder Content (Pb) of 7.50%. (Baldwin County has the right to lower the grade of virgin asphalt binder content if needed)

**d) DUST PROPORTION**



- i) The ratio of the percent by weight {mass} of aggregate passing the No. 200 sieve to the effective asphalt content expressed as percent by weight {mass} of the total mix shall be between 0.9 and 1.80 for this mix. These ratio limits apply to both the design and production phases. Effective asphalt content is that asphalt cement not absorbed into the aggregate pore structure and is determined according to Section 4.09 of the Asphalt Institute's, MS-2, *Mix Design Methods for Asphalt Concrete*.

e) **RESISTANCE TO MOISTURE INDUCED DAMAGE**

- i) All mixes shall be designed and produced to have a tensile strength ratio (TSR) of at least 0.80 when compacted according to ALDOT-307 at seven percent air voids and tested in accordance with AASHTO T 283 as modified by ALDOT-361. If either TSR fails in production (Suppliers or Baldwin County Highway Department representatives) another TSR will be run out of the referee sample, jointly by the Supplier and Baldwin County Highway Department representatives in the Suppliers lab. If that TSR fails the Baldwin County Commission and/or County Engineer shall determine whether the Supplier shall remove the tonnage in the lot at no cost to Baldwin County Highway Department or leave it in place at a pay reduction.

4) **DESIGN PROCEDURES**

- a) The 50 Blow Marshall Mix Design Method shall be used for this mix. The minimum Marshall Stability shall be 1600 and the flow values shall be 8 to 18.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the "Asphalt Index" as reported by ALDOT each month.

All Asphalt Index adjustment calculations shall be provided by the Vendor with each invoice. No invoice will be paid without these calculations.

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

**CONTRACT PERIOD**

**The bid award will be for 12 months beginning on date of award.**

**Bid WG20-49 shall be used in conjunction with bid WG20-48. Awarded bidder(s) of each bid shall work together to accomplish scope of work as directed by Baldwin County.**

**OPTION 1**

For OPTION 1, the contractor shall begin work within 14 calendar days of issuance of Notice to Proceed, unless otherwise directed in writing by the County. If the contractor does not or cannot start work within 14 calendar days, the County reserves the option, at their sole discretion, to use the Secondary Vendor to perform the work, by doing so the County will not violate Bid Specifications. This in no way relieves the bidder from performing work as needed for the County.

All costs and expenses related to the contractor's failure to begin work on time, including without limitation mobilization costs, shall be borne solely by the contractor and the County shall not be responsible or liable for any such costs or expenses.

**OPTION 2**

For OPTION 2, the contractor shall begin work within 7 calendar days of issuance of Notice to Proceed, unless otherwise directed in writing by the County. If the contractor does not or cannot start work within 7 calendar days, the County reserves the option, at their sole discretion, to use the Secondary Vendor to perform the work, by doing so the County will not violate Bid Specifications. This in no way relieves the bidder from performing work as needed for the County.

All costs and expenses related to the contractor's failure to begin work on time, including without limitation mobilization costs, shall be borne solely by the contractor and the County shall not be responsible or liable for any such costs or expenses.

**BID #WG20-49 RESPONSE FORM**

Provision of Labor and Equipment for Asphalt Placement

Page 1 of 22

Date: \_\_\_\_\_

Out of State        Yes or        No If yes, Registration Number \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Company Rep: \_\_\_\_\_

(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Financing through another agency beside yourself        Yes or   x   No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

\_\_\_\_\_  
Financing Agency Authorized Signature

## PAVING BID (OPTION 1)

1. Price per ton to place hot plant mix on a prepared roadway base (dirt or gravel) surface. Price to include all labor and equipment (including traffic control) required to clean roadway, spread, and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

### BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

### 424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

### 424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer,  
3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4"  
Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1"  
Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

### PAVING BID (OPTION 1)

2. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (ditch section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway (including clipping), spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

#### BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### 424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### 424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton

501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton

151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

### **PAVING BID (OPTION 1)**

3. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (Curb Section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

#### **BC-723 Baldwin County Bituminous plant mix**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### **424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### **424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton



151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
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51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### **PAVING BID (OPTION 1)**

4. Price per ton to widen an existing paved roadway at the width and rate requested by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to notch out edge of pavement, clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

#### **BC-723 Baldwin County Bituminous plant mix**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### **424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### **424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
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51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### **PAVING BID (OPTION 1)**

5. Price per ton, including tack coat, to perform spot leveling on an existing paved roadway surface at rate specified by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

#### **BC-723 Baldwin County Bituminous plant mix**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### **424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### **424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer,  
3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4"  
Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1"  
Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**PAVING BID (OPTION 2)**

1. Price per ton to place hot plant mix on a prepared roadway base (dirt or gravel) surface. Price to include all labor and equipment (including traffic control) required to clean roadway, spread, and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

**BC-723 Baldwin County Bituminous plant mix**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton

501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
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51-150 tons	<u>\$</u>	Per Ton
151-500 tons	<u>\$</u>	Per Ton
501-1000 tons	<u>\$</u>	Per Ton
1001 tons & above	<u>\$</u>	Per Ton

**424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	<u>\$</u>	Per Ton
51-150 tons	<u>\$</u>	Per Ton
151-500 tons	<u>\$</u>	Per Ton
501-1000 tons	<u>\$</u>	Per Ton
1001 tons & above	<u>\$</u>	Per Ton

**PAVING BID (OPTION 2)**

2. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (ditch section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway (including clipping), spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

**BC-723 Baldwin County Bituminous plant mix**

0-50 tons	<u>\$</u>	Per Ton
51-150 tons	<u>\$</u>	Per Ton
151-500 tons	<u>\$</u>	Per Ton
501-1000 tons	<u>\$</u>	Per Ton
1001 tons & above	<u>\$</u>	Per Ton

**424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**



0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer,  
1" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$ _____	Per Ton
51-150 tons	\$ _____	Per Ton
151-500 tons	\$ _____	Per Ton
501-1000 tons	\$ _____	Per Ton
1001 tons & above	\$ _____	Per Ton

**424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$ _____	Per Ton
51-150 tons	\$ _____	Per Ton
151-500 tons	\$ _____	Per Ton
501-1000 tons	\$ _____	Per Ton
1001 tons & above	\$ _____	Per Ton

**PAVING BID (OPTION 2)**

3. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (Curb Section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

**BC-723 Baldwin County Bituminous plant mix**

0-50 tons	\$ _____	Per Ton
51-150 tons	\$ _____	Per Ton
151-500 tons	\$ _____	Per Ton
501-1000 tons	\$ _____	Per Ton
1001 tons & above	\$ _____	Per Ton

**424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton

1001 tons & above    \$ \_\_\_\_\_ Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer,  
1" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$ _____	Per Ton
51-150 tons	\$ _____	Per Ton
151-500 tons	\$ _____	Per Ton
501-1000 tons	\$ _____	Per Ton
1001 tons & above	\$ _____	Per Ton

**424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$ _____	Per Ton
51-150 tons	\$ _____	Per Ton
151-500 tons	\$ _____	Per Ton
501-1000 tons	\$ _____	Per Ton
1001 tons & above	\$ _____	Per Ton

**PAVING BID (OPTION 2)**

4. Price per ton to widen an existing paved roadway at the width and rate requested by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to notch out edge of pavement, clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

**BC-723 Baldwin County Bituminous plant mix**

0-50 tons	\$ _____	Per Ton
51-150 tons	\$ _____	Per Ton
151-500 tons	\$ _____	Per Ton

501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton

151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer,  
1" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**PAVING BID (OPTION 2)**

5. Price per ton, including tack coat, to perform spot leveling on an existing paved roadway surface at rate specified by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

**BC-723 Baldwin County Bituminous plant mix**

0-50 tons	\$	Per Ton
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51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-636 Superpave Bituminous Concrete Upper Binder Layer,  
1" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

**424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B**

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1462, **Version:** 1

**Item #:** BE7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Zach Hood, Emergency Management Agency Director

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG20-50 - Purchase of Three (3) New Steel Storage Containers for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Purchase of Three (3) New Steel Storage Containers; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Emergency Management Agency Director has requested the purchase of three (3) new steel storage containers to be funded by the Emergency Management Agency's Fiscal Year 2020 budget. Two (2) of the storage containers will be placed at the Emergency Management Agency located in Robertsedale, Alabama, and one (1) storage container will be placed at the Baldwin County Coliseum located in Robertsedale, Alabama. The purchase of the storage containers must be competitively bid because the estimated cost is in excess of \$15,000.00. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/01/2020

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Mail Bids

**Additional instructions/notes:** N/A

### **BID #WG20-50 SPECIFICATIONS**

These specifications shall be construed as minimum. Should manufacturer's published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

**The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturers, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.**

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County.

### **BID RESPONSE FORM**

Each supplier should use the Response Form provided for their bid. **Exceptions are to be attached to the back of the Response Form.**

### **AMOUNT BID**

Bidder shall list a bid amount per unit and a corresponding total amount bid as is indicated on the Bid Response Form. The amounts bid shall all-inclusive, including but not limited to delivery, destination charges, etc.

### **DELIVERY**

Delivery shall be as soon as possible but not more than **THIRTY (30) days** after receipt of order from the Baldwin County Commission. Delivery shall be coordinated with Michael Purner of the Baldwin County Emergency Management Agency, at (251) 213-3990. **Delivery locations shall be as follows:**

- (2) Units to the Baldwin County Emergency Management Agency located at 23100 McAuliffe Drive, Robertsedale, AL 36567**
- (1) Unit to the Baldwin County Coliseum located at 19477 Fairground Road, Robertsedale, AL 36567.**

A Purchase Order will be issued for the equipment listed.

### **WARRANTY**

Bidders shall submit a copy of the manufacturer's standard warranty **with the bid.**

### **LAWS AND REGULATIONS**

The bidders attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the purchase of the material described in this bid advertisement shall apply to the purchase agreement throughout, and they will be deemed to be included in the purchase agreement the same as though herein written out in full.

## **SPECIFICATIONS FOR THREE (3) NEW STEEL STORAGE CONTAINERS**

### **GENERAL**

The purpose of this bid advertisement is to purchase three (3) new 40' long x 8' wide x 9' 6" tall steel storage containers for the Baldwin County Emergency Management Agency.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturers, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

### **REQUIRED FEATURES**

- All units shall be NEW
- Container construction: all 14-gauge, anti-corrosive steel
- Container floors: 1-1/8" marine grade plywood
- Forklift pockets
- Side vents to allow airflow
- Secure and watertight
- Ground level access

### **DIMENSIONS**

<b>Exterior</b>	Length: 40'	Width: 8'	Height: 9' 6"
<b>Interior</b>	Length: 39' 6"	Width 7' 8"	Height: 8' 10"
<b>Door</b>	Width: 7' 8"	Height 8' 10"	
<b>Capacity</b>	Weight: 8,800 lbs.		

**BID #WG20-50 RESPONSE FORM**  
**Purchase of Three (3) New Steel Storage Containers**

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_\_  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

\_\_\_\_\_  
Financing Agency Authorized Signature

**Make/Model :** \_\_\_\_\_

**Amount Bid per unit:** \$ \_\_\_\_\_ x 3 = **Total Amount Bid** \$ \_\_\_\_\_

**Delivery Time after Receipt of Order** \_\_\_\_\_ **Days**

Brochures showing the equipment offered and a copy of the Standard Manufacturer's Warranty shall be attached to this Response Form.

**All exceptions must be listed and attached to the bid response form.**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1464, **Version:** 1

**Item #:** BE8

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Terri Graham, Development and Environmental Director/Ed Fox, Deputy Development and Environmental Director

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG20-51 - Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Development and Environmental Director has requested that a competitive bid be placed for the Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/01/2020

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Mail Bids

**Additional instructions/notes:** N/A

### **BID #WG20-51 SPECIFICATIONS**

All workmen and equipment shall be furnished by the Contractor.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

### **BID RESPONSE FORM**

Each bidder should use the Response Form provided for their bid. Exceptions to the bid specifications are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

### **AWARD**

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. **PROOF OF INSURANCE SHOULD BE INCLUDED WITH BID RESPONSE.**

**It is the intent of the County to award the bid to one vendor.**

### **CONTRACT PERIOD**

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2021 and 2022), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2020 contract with its intent to extend the contract. The prices for 2020 shall also apply to the extension period(s).

### **BIDDER QUALIFICATIONS**

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

### **LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

### **TRAFFIC CONTROL, SAFETY ITEMS**

Contractor shall erect warning signs indicating active litter collection areas where workers are



present.

### **CONTRACTORS AND SUBCONTRACTORS AND INSURANCE**

The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and approved by the County. Nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

### **COMPENSATION INSURANCE**

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

### **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000.00 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first. All insurance requirements shall extend along with the contract, if an allowable extension is utilized.

### **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and

property damage each occurrence. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

#### **COUNTY'S PROTECTIVE LIABILITY INSURANCE**

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

#### **HOLD HARMLESS PROVISION**

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

#### **SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

#### **CANCELLATION CLAUSE**

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

#### **SCOPE OF SERVICES FOR THE PROVISION OF ROADSIDE LITTER COLLECTION SERVICES FROM COUNTY RIGHT-OF-WAYS**

Bid Prices shall be an all-inclusive monthly rate that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

#### **General Description of Services**

The Contractor shall provide equipment and personnel to collect, remove, and dispose of litter from roads as described on Attachment “A” of this document.

### **Litter Removal**

Litter will be collected and removed from roads as described on Attachment “A” each month. Litter will be collected and removed from the right of way, including shoulders but excluding the traveled lanes. Litter includes trash, garbage, scrap metals, paper, wood, plastic, glass products, rubber products, tires, auto parts, furniture, mattresses, household appliances, and various bulky items. Smaller items shall be bagged as collected.

### **Litter Disposal**

The Contractor shall dispose of the collected litter at the Baldwin County Solid Waste Disposal Facilities listed below:

**Magnolia Landfill**  
15140 County Road 49  
Summerdale, AL 36580

**Bay Minette Transfer Station**  
42901 Nicholasville Road  
Bay Minette, AL 36507

The Contractor shall scale weigh each load delivered to the Baldwin County Solid Waste Disposal Facilities and shall retain a copy of the scale tickets for submittal with Activity Reports.

### **Recordkeeping**

The Contractor shall submit weekly Activity Reports (Attachment “B”) to Baldwin County Solid Waste Department. The Activity Reports (Attachment “B”) will detail the roads from which litter was collected during each week. Copies of weekly scale tickets shall be included with Activity Reports.

### **Safety Standards and Accident Prevention**

With respect to all work performed under this Contract, the Contractor shall:

- Comply with the safety standards provisions of applicable laws and codes as required by the Associated General Contractors of America, and the requirements of OHSA (Occupational Safety and Health Act).
- Exercise precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- Furnish and maintain sufficient and adequate signage, vehicle lighting, etc., as necessary to prevent accidents and to protect the work area. These items are considered incidental and are considered as part of the Contract.

### **Scheduling and Duration**

Generally, all work is to be performed during regular business hours: 7:00 AM – 5:00 PM CST Monday – Friday.

### **Inspection**

Baldwin County will frequently inspect listed roads to ensure that the work has been adequately

performed and that the contract requirements have been met.

**BID #WG20-51 RESPONSE FORM**

**Provision of Roadside Litter Collection Services from County Right-of-Ways**

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_\_  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

\_\_\_\_\_  
Financing Agency Authorized Signature

**Bid price shall be an all-inclusive monthly rate that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.**

**Monthly Rate Bid: \$** \_\_\_\_\_

**All exceptions must be listed and attached to the bid response form.**

**Baldwin County Solid Waste  
Litter Control - Road List**

**Attachment "A"**

Location	Vicinity		Estimated Mileage
Baldwin Beach Express	County Rd 68/I-10	to Foley Beach Express	13.5
County Rd 10	Hwy 59	to Bon Secour Hwy	2.5
County Rd 112	Hwy 31	to Florida State Line	30.5
County Rd 12	Hwy 59	to County Rd 26	8.5
County Rd 13	Hwy 104	to Daphne City Limits	4.0
County Rd 138	Bay Minette City Limits	to Hwy 225	5.5
County Rd 20	Foley City Limits/Glen Lakes	to County Rd 95	6.5
County Rd 21	Hwy 59	to Hwy 59	4.0
County Rd 24	Hwy 59	to County Rd 9	7.3
County Rd 26	County Rd 49	to Hickory St	4.0
County Rd 28	Hwy 59	to County Rd 9	6.5
County Rd 32	Hwy 59	to Scenic 98/Point Clear	13.0
County Rd 32	S'dale City Limits/Co Rd 83	to C C Rd	9.0
County Rd 33	County Rd 32	to County Rd 48	4.0
County Rd 38	County Rd 87	to Baldwin Beach Express	5.5
County Rd 39	County Rd 138	to Hwy 59/Stapleton	7.5
County Rd 40	County Rd 138	to Hwy 225	8.5
County Rd 47	I-65/Bay Minette	to Perdido City Limits	2.0
County Rd 48	Hwy 181	to Bohemian Hall Rd	4.0
County Rd 49	County Rd 28	to Hwy 98	4.0
County Rd 49	Magnolia Springs City Limit	to County Rd 10	7.3
County Rd 52	County Rd 55	to Robertsedale City Limits	2.0
County Rd 54	County Rd 64	to Robertsedale City Limits	8.0
County Rd 55	Hwy 104 - S'hill City Limits	to County Rd 32	4.5
County Rd 55	County Rd 32	to Hwy 98	4.5
County Rd 55	S'hill City Limits	to Hwy 59	4.0
County Rd 56	County Rd 55	to Hwy 59	1.5
County Rd 61	Perdido	to Hwy 59	4.0
County Rd 61/Phillipsville Rd	Hwy 31	to County Rd 112	12.3
County Rd 64	County Rd 13	to County Rd 112	22.0
County Rd 65	Hwy 24	to Hwy 98	2.0
County Rd 65	Robertsedale City Limits	to Fox Branch Rd Ext	6.6
County Rd 65	Hwy 98	to County Rd 10	5.0
County Rd 68	Hwy 59	to Baldwin Beach Express	4.8
County Rd 83	Elberta City Limits	to County Rd 32	2.5
County Rd 87	Patterson Rd	to County Rd 20	18.0
County Rd 9	Hwy 98	to County Rd 48	8.7
County Rd 91	Gardner Rd	to County Rd 99	7.6
County Rd 94	Hwy 59	to County Rd 47	6.7
County Rd 95	County Rd 32	to Pirate's Cove/Josephine	10.8
County Rd 96	Hwy 59	to County Rd 47	8.9
County Rd 97	Hwy 98	to Leiterman Rd	4.9
County Rd 99	Hwy 98	to County Rd 91	8.7
D'Olive Rd	Hwy 225	to Bay Minette City Limits	4.7
Foley Beach Express	County Rd 12	to County Rd 8	4.9
Nicholsville Rd	Brady Rd Ext.	to Old Daphne Hwy	2.3
Pine Grove Rd	Brady Rd Ext.	to Hwy 59	4.8
Roscoe Rd	Foley Beach Express	to County Rd 4	1.6
Total Miles			333.9

**Baldwin County Solid Waste  
Litter Control - Weekly Activity Report**

**Attachment "B"**

For Week Ending \_\_\_\_\_



Place checkmark in  
corresponding box for  
applicable area worked.

Location	Vicinity		Mon	Tue	Wed	Thu	Fri
Baldwin Beach Express	County Rd 68/I-10	to Foley Beach Express					
County Rd 10	Hwy 59	to Bon Secour Hwy					
County Rd 112	Hwy 31	to Florida State Line					
County Rd 12	Hwy 59	to County Rd 26					
County Rd 13	Hwy 104	to Daphne City Limits					
County Rd 138	Bay Minette City Limits	to Hwy 225					
County Rd 20	Foley City Limits/Glen Lakes	to County Rd 95					
County Rd 21	Hwy 59	to Hwy 59					
County Rd 24	Hwy 59	to County Rd 9					
County Rd 26	County Rd 49	to Hickory St					
County Rd 28	Hwy 59	to County Rd 9					
County Rd 32	Hwy 59	to Scenic 98/Point Clear					
County Rd 32	S'dale City Limits/Co Rd 83	to C C Rd					
County Rd 33	County Rd 32	to County Rd 48					
County Rd 38	County Rd 87	to Baldwin Beach Express					
County Rd 39	County Rd 138	to Hwy 59/Stapleton					
County Rd 40	County Rd 138	to Hwy 225					
County Rd 47	I-65/Bay Minette	to Perdido City Limits					
County Rd 48	Hwy 181	to Bohemian Hall Rd					
County Rd 49	County Rd 28	to Hwy 98					
County Rd 49	Magnolia Springs City Limit	to County Rd 10					
County Rd 52	County Rd 55	to Robertsedale City Limits					
County Rd 54	County Rd 64	to Robertsedale City Limits					
County Rd 55	Hwy 104 - S'hill City Limits	to County Rd 32					
County Rd 55	County Rd 32	to Hwy 98					
County Rd 55	S'hill City Limits	to Hwy 59					
County Rd 56	County Rd 55	to Hwy 59					
County Rd 61	Perdido	to Hwy 59					
County Rd 61/Phillipsville Rd	Hwy 31	to County Rd 112					
County Rd 64	County Rd 13	to County Rd 112					
County Rd 65	Hwy 24	to Hwy 98					
County Rd 65	Robertsedale City Limits	to Fox Branch Rd Ext					
County Rd 65	Hwy 98	to County Rd 10					
County Rd 68	Hwy 59	to Baldwin Beach Express					
County Rd 83	Elberta City Limits	to County Rd 32					
County Rd 87	Patterson Rd	to County Rd 20					
County Rd 9	Hwy 98	to County Rd 48					
County Rd 91	Gardner Rd	to County Rd 99					
County Rd 94	Hwy 59	to County Rd 47					
County Rd 95	County Rd 32	to Pirate's Cove/Josephine					
County Rd 96	Hwy 59	to County Rd 47					
County Rd 97	Hwy 98	to Leiteman Rd					
County Rd 99	Hwy 98	to County Rd 91					
D'Olive Rd	Hwy 225	to Bay Minette City Limits					
Foley Beach Express	County Rd 12	to County Rd 8					
Nicholsville Rd	Brady Rd Ext.	to Old Daphne Hwy					
Pine Grove Rd	Brady Rd Ext.	to Hwy 59					
Roscoe Rd	Foley Beach Express	to County Rd 4					

Activity report should be submitted by contractor weekly and be accompanied by corresponding Scale Tickets.

State of Alabama )

County of Baldwin )

### CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and \_\_\_\_\_, (hereinafter referred to as "PROVIDER").

#### WITNESSETH:

**Whereas,**

**Whereas,**

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
  - A. COUNTY: Baldwin County, Alabama
  - B. COMMISSION: Baldwin County Commission
  - C. PROVIDER: \_\_\_\_\_
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.



- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of "**Competitive Bid #WG20-51**", the same being expressly incorporated herein by reference, and without limitation will encompass:

**"Competitive Bid #WG20-51 – Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission".**

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails, etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Compensation. Compensation to PROVIDER for work shall be \$\_\_\_\_\_. Said compensation shall be all inclusive, including without limitation, reimbursement of all costs, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

- XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) twelve (12) month contracts, or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification and Hold Harmless. To the extent allowed by law, the PROVIDER shall indemnify, defend and hold harmless the County, its Commissioners, and their agents, employees and representatives from and against any claims, damages, losses, demands payments, suits, actions, recoveries and judgements of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the work pursuant to this Contract, provided that any such claim, damage, loss of expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and (2) is caused in whole or in part by an actor omission of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- The PROVIDER shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work pursuant to this Contract until the same shall have been completed and accepted. PROVIDER shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The PROVIDER shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. PROVIDER shall make good any injury that may have occurred to any structure or utility in consequence of the work.
- In any and all claims against the County or its officers, agents, employees or representatives by any employee of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation under the indemnity obligations shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, PROVIDER shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should PROVIDER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold PROVIDER in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_  
BILLIE JO UNDERWOOD/     Date  
Chairman

\_\_\_\_\_  
WAYNE DYESS/                     Date  
County Administrator

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires

PROVIDER

Insert Name

\_\_\_\_\_/\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of Alabama)

County of \_\_\_\_\_)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said \_\_\_\_\_.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1433, **Version:** 1

**Item #:** BJ1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Huey Hoss Mack, Sheriff of Baldwin County

**Submitted by:** Connie Dudgeon, BCSO Budget/Finance Director

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### **ITEM TITLE**

Fiscal Year 2020-2021 Agreement for Community Traffic Safety Program Grant Participation

### **STAFF RECOMMENDATION**

Approve the Fiscal Year 2020-2021 Agreement for Community Traffic Safety Program (CTSP) Grant Participation for the Baldwin County Sheriff's Office to participate in the Southwest Region's Community Traffic Safety Program for reimbursement of overtime traffic safety enforcement (and other time as approved by Alabama Department of Economic and Community Affairs (ADECA) and/or Southwest Alabama Regional Highway Safety Office (SWARHSO). The term of this contract will be October 1, 2020 through September 15, 2021.

Upon approval of grant(s), funding will be made available to the Baldwin County Sheriff's Office through CORE reporting system by SWARHSO as authorized by ADECA. This Agreement for CTSP Grant Participation is not a notice of grant approval but is required by the Baldwin County Sheriff's Office's receipt of CTSP Grant funds if such become available.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** October 15, 2019

**Background:** During the October 15, 2019, regular meeting, the Baldwin County Commission approved the Fiscal Year 2019-2020 Agreement for Community Traffic Safety Program (CTSP) Grant Participation for the Baldwin County Sheriff's Office to participate in the Southwest Region's Community Traffic Safety Program for reimbursement of overtime traffic safety enforcement and other time as approved by Alabama Department of Economic and Community Affairs (ADECA) and/or Southwest Alabama Regional Highway Safety Office (SWARHSO). The term of this contract was October 1, 2019 through September 15, 2020.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Unknown until Agreement is submitted and approved by ADECA.



**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Yes

**Reviewed/approved by:** County Attorney's Office

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail Agreement for signatures to:

Ms. Dawn Wilhelm, Director  
Mobile County Commission  
South Regional Highway Safety Office  
Post Office Box 1443  
Mobile, Alabama 36633  
dawnwilhelm@bellsouth.net

**Additional instructions/notes:** N/A

**MOBILE COUNTY COMMISSION  
SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE**

**P.O. BOX 1443 • MOBILE, AL 36633 • PHONE # 251-574-8659**

**Community Traffic Safety Program (CTSP)**

**Agreement for CTSP Grant Participation**

**Fiscal Period: October 01, 2020 – September 15, 2021**

*(NOT the same as a grant's authorized spending period during this Contract Period)*

Grants covered under the Community Traffic Safety Program (CTSP) are as follows:

*Selective Traffic Enforcement Program*

*Hot Spot Impaired Driving Enforcement Program & (Drug Recognition Enforcement/DRE Officer)*

*Click It or Ticket Memorial Day Enforcement Program, May 24, 2021 – June 6, 2021*

*Drive Sober or Get Pulled Over Labor Day Enforcement Program, August 20, 2021 – September 6, 2021*

This agreement is entered into by the Mobile County Commission which houses the Southwest Alabama Regional Highway Safety Office, hereinafter referred to as "SWARHSO", and the governing entity of the law enforcement department of the following:

**Baldwin County Sheriff's Office**, hereinafter referred to as "AGENCY", for official participation in the Southwest Region's Community Traffic Safety Program (CTSP) grant(s), and for 100% funded salary, plus allowable FICA fringe, for overtime traffic safety enforcement (and other time as approved by ADECA and/or SWARHSO), and for traffic enforcement/traffic safety equipment, dependent upon approval of applicable grant(s). The term of this contract will be from **October 01, 2020 through September 15, 2021; however, this contract period will not be the same as any grant's authorized spending period during the fiscal year.** Expenditure of CTSP grant funds will only be allowable under this agreement for the AGENCY's grant activity performed within the state-designated Southwest Region's Counties of: Baldwin, Choctaw, Conecuh, Clark, Dallas, Escambia, Greene, Hale, Marengo, Mobile, Monroe, Perry, Sumter, Washington and Wilcox.

The funds for this agreement were awarded by the National Highway Traffic Safety Administration (NHTSA) and are passed through the Alabama Department of Economic Community Affairs (ADECA) and Mobile County Commission's SWARHSO. Therefore, all expenditures are subject to all federal and state laws, rules and regulations, including LETS policy letters.

The United States Federal Government has set forth that NO entity may supplant funds or use Federal grant funds for budget relief of state, regional, county, city, local, or any other non-federal funds. Federal grant funds are intended for the purpose of providing monies for overtime traffic enforcement/traffic safety activities conducted outside of the AGENCY's budgeted initiatives. According to the State of Alabama ADECA/LETS Policy Letters, "Supplanting" is defined as, "to deliberately reduce State or local funds because of the existence of Federal funds." **GRANT FUNDS ARE TO BE SPECIFICALLY UTILIZED FOR WORKING TRAFFIC GRANT DETAILS ONLY. THEY ARE NOT TO BE USED FOR SERVING WARRANTS, CHECKING BUILDINGS, BACKING UP REGULAR DUTY OFFICERS, ETC. FUNDS ARE FOR TRAFFIC ENFORCEMENT ONLY PUSUANT TO THE GRANT OBJECTIVE AS OUTLINED BY THE SWHSO.**

Upon approval of grant(s), funding will be made available to the AGENCY through the CORE reporting system by SWARHSO as authorized by the Alabama Department of Economic and Community Affairs (ADECA). **This Agreement for CTSP Grant Participation is not a notice of grant approval but is required for the AGENCY's receipt of CTSP grant funds and equipment once or if such become available.**

NO AGENCY will be approved to receive overtime enforcement funding without having entered this contract with the SWARHSO and being registered with the CORE system. NO AGENCY will be approved to receive overtime enforcement funding without having an approved overtime policy adopted by or on behalf of the AGENCY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this

## Mobile County Commission

### Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program

Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2020 – September 15, 2021

Page 2 of 4

contract, which meets the minimum requirements set forth to participate in this program. Once a grant is approved by ADECA, applicable funding allocations under such grant will then be awarded by SWARHSO, to AGENCY's that meet all funding requirements, and have submitted all required documentation. If an AGENCY is awarded traffic overtime funds, the fund dates and amount will be recorded on the CORE reporting system. The AGENCY will be notified of the grant award by SWARHSO. Such notification will include information such as the grant's name and number, amount of funding allocated, the spending period during which the grant funds must be spent, the final deadline required for submitting the reimbursement claim, and other guidelines and/or requirements such as hotspot locations, as applicable.

During the applicable grant period(s), AGENCY grant expenditures will be evaluated by SWARHSO to determine if the AGENCY would likely utilize allocated funds before the end of a grant's authorized work period. Any funds determined to be surplus may be transferred to other agencies that can utilize the funds by SWARHSO through the CORE reporting system website. The AGENCY should inform SWARHSO as soon as possible, if any grant funds will likely not be expended, for voluntary release of such funds. The sooner the notification, the sooner SWARHSO may transfer such funds elsewhere to be spent. SWARHSO and/or ADECA have the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by SWARHSO and/or ADECA.

**Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed.** ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) contract with SWARHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy of every citation and warning citation claimed on the grant, (6.) time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, (7.) City or County overtime policy. Basically, any agency claiming reimbursement for overtime hours worked, should have documentation on file to account for hours worked and traffic statistics claimed. The above-mentioned paperwork should be kept on file by each agency for no less than 3 years from the date of the claim. Each agency will be notified if a file audit/review is requested. Any agency that is unable to produce ALL forms required to verify the claims that have been submitted to the SWARHSO, may be required to refund ALL funds that were reimbursed on the grant in question.

The AGENCY agrees to utilize the CORE reporting system for ALL funding awards made by SWARHSO. Submission of reimbursement forms, other than those forms required by SWARHSO for the contract period, will result in return of an AGENCY's reimbursement claim for completion on the proper forms; and therefore, delay reimbursement to the AGENCY. Each different grant requires separate reimbursement forms and reports to be submitted to SWARHSO. Combining information from different grants into a claim will result in return of an AGENCY's reimbursement claim for correction; and therefore, delay reimbursement to the AGENCY.

**At a minimum, reimbursement claims (CORE forms or an email if no activity) are required to be submitted to SWARHSO by the 7<sup>th</sup> of the month following the enforcement period, whether grant activity occurred during the previous month or not, to allow SEARHSO to have an accurate account of activity in the region.**

Suspension of funds, until all documentation is properly completed by the AGENCY and received by SWARHSO, may occur for those departments not in compliance with program requirements.

**The FINAL deadline for receipt of FINAL reimbursement claims/requests from the AGENCY will be seven (7) business days from the closing date of September 15, 2021 (received by SWARHSO – in the CTSP office). Any claims received by SWARHSO after this date will NOT be reimbursed.** It is the AGENCY's responsibility to ensure that all their reimbursement claims are submitted to SWARHSO in a timely manner, so as to meet these monthly timelines and final deadline. Though the contract period of this agreement extends to September 15<sup>th</sup> (for CTSP participation purposes), the AGENCY must comply with each grant's designated work period and final reimbursement claims deadline, i.e., Click It or Ticket Program. **No reimbursement will be made for work performed outside of each grant's regionally authorized work period.**

**Mobile County Commission**

**Southwest Alabama Regional Highway Safety Office Community Traffic Safety Program**

**Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2020 – September 15, 2021**

**Page 3 of 4**

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to SWARHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify SWARHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of SWARHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. SWARHSO assumes no responsibility for the manner in which or means by which the AGENCY performs its activities pursuant to this agreement. SWARHSO enters into this agreement for the sole purpose of distributing grant funds and/or equipment made available by ADECA. The AGENCY agrees to hold SWARHSO harmless from any liability for any damages arising from any acts or omissions occurring in connection with the AGENCY's performance under this contract.

The AGENCY agrees to comply with all other requirements as set forth by ADECA and/or SWARHSO, which are needed to carry out the scope and intent of this project, in accordance with applicable agreement(s) into which are entered between SWARHSO and ADECA. Reimbursement of funds may be suspended until all applicable CTSP grant and agreement requirements are met.

Subject to the terms of the grant, SWARHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for actual overtime traffic enforcement worked under a CTSP grant project, provided the activity is documented in accordance program requirements, as set forth by SWARHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

**Termination for Cause.** If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately, SWARHSO will immediately terminate this Agreement by giving verbal and written notice (email, etc.) to the Agency of such termination.

**Signatures required:**

\_\_\_\_\_  
Signature of GOVERNING ENTITY'S **Authorizing Official**  
(Mayor/Comm. Chair authorized to enter Agreement)

Billie Jo Underwood \_\_\_\_\_ DATE  
Printed Name of Authorizing Official and Title

\_\_\_\_\_  
Signature of AGENCY's **Chief Law Enforcement Official**  
(Chief of Police or Sheriff)

Huey Hoss Mack \_\_\_\_\_ DATE  
Printed Name of Chief LE Official and Title

**Mobile County Commission**  
**Southwest Alabama Regional Highway Safety Office Community Traffic Safety Program**  
**Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2020 – September 15, 2021**  
**Page 4 of 4**

**To what Address should reimbursement checks be mailed? (Changes only)**  
*(Any changes to such address must be submitted in writing to SWARHSO)*

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Signature of Authorized Official  
Southwest Alabama Regional Highway Safety Office

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Dawn Wilhelm      DATE  
Printed Name of Regional Director



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1490, **Version:** 1

**Item #:** BJ2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Huey Hoss Mack, Baldwin County Sheriff

**Submitted by:** Connie Dudgeon, Budget/Finance Director, BCSO

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### **ITEM TITLE**

Law Enforcement Services for the Town of Magnolia Springs, Alabama

### **STAFF RECOMMENDATION**

Approve the Contract for Law Enforcement Services between the Baldwin County Commission, the Town of Magnolia Springs and the Baldwin County Sheriff's Office for the provision of law enforcement protection to the Town of Magnolia Springs, Alabama. The Contract will commence October 1, 2020, and terminate September 30, 2021.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** September 20, 2019

**Background:** Act 07-256 provides that Baldwin County may contract to provide law enforcement services to a municipality within its boundaries: and such Act also allows the enforcement by the Sheriff and his duly commissioned deputies of all laws within the corporate limits and police jurisdiction of the municipality. The Baldwin County Sheriff's Office has been providing law enforcement protection to the Town of Magnolia Springs since August 1, 2008.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Yes

**Reviewed/approved by:** County Attorney's Office

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail contract to the following to be signed:

Kim Koniar, Mayor  
Town of Magnolia Springs  
Post Office Box 890  
Magnolia Springs, Alabama 36555

**Additional instructions/notes:** N/A

STATE OF ALABAMA        )

COUNTY OF BALDWIN     )

**CONTRACT FOR LAW ENFORCEMENT SERVICES**

**THIS AGREEMENT** is made and entered into by the Town of Magnolia Springs, Alabama, a municipal corporation organized under the laws of the State of Alabama, hereinafter referred to as "Municipality"; Huey Hoss Mack as Sheriff of Baldwin County, Alabama, solely in his official capacity as Sheriff, hereinafter referred to as "Sheriff"; and the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, hereinafter referred to as "County", and is effective the date last executed below:

**WHEREAS**, Act 07-256 of the 2007 Alabama Legislature provides that the County may contract to provide law enforcement services to a municipality within its boundaries; and such Act also allows the Sheriff and his duly commissioned deputies to enforce laws within the corporate limits and police jurisdiction of the municipality including, without limitation, municipal ordinances, and the arrest or citation of any offenders as if the Sheriff and his deputies were duly constituted police officers of the municipality; and

**WHEREAS**, Municipality is a municipality within the boundaries of Baldwin County, Alabama, and wishes to enhance law enforcement services within its entire lawful jurisdiction, including without limitation, that area of land within the municipal boundaries of Municipality in addition to an area outside of the limits of Municipality and within the municipal police jurisdiction; and

**WHEREAS**, Municipality desires to provide an enhanced level of competent law enforcement service in conjunction and in harmony with its fiscal policies of sound, economical management; and

**WHEREAS**, Municipality desires and has requested that the Sheriff furnish law enforcement protection to Municipality and its inhabitants and citizens and perform any and all necessary and appropriate functions, actions, and responsibilities for law enforcement within Municipality to the extent herein provided; and

**WHEREAS**, Act 07-256 of the 2007 Alabama Legislature provides to the Baldwin County Commission, as the governing body of Baldwin County, the authority to both agree upon the sufficiency of the sums provided by the Municipality, for the subject police services, and to consent and approve of this Agreement; and

**WHEREAS**, the Baldwin County Commission, as the governing body of Baldwin County, concurs with and supports the plan and program set out in this Agreement; and



**WHEREAS**, in seeking this support from the County, the Municipality agrees to protect the County from any liability associated with or assumed by the County as a result of the subject support and approval; and

**WHEREAS**, the Sheriff is an independent, constitutional officer of the State of Alabama; and

**WHEREAS**, it is further the desire of Municipality that responsibility for law enforcement within Municipality be performed by the Sheriff under the terms of this Agreement, and to the extent such activity is consistent with law.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and given by each party to the Agreement, the parties hereto do hereby covenant, contract, and agree as follows:

1. **Recitals Included:** The recitations set forth above are incorporated herein by reference in their entirety.

2. **Authority to Act:** Municipality does hereby vest in the Sheriff of Baldwin County including each sworn officer and deputy of the Sheriff, who from time to time may be assigned under this Agreement, the police powers of Municipality which are necessary to implement and carry forth the services, duties, and responsibilities hereby imposed upon the Sheriff. The Sheriff and any officers of the Sheriff are hereby vested, without limitation, with the power to enforce the ordinances of Municipality, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto.

3. **Enforcement of Laws:** The Sheriff shall, to the extent allowed by law, enforce Federal, State and local laws applicable within the jurisdiction of the Municipality. The deputies provided under this Agreement by the Sheriff will have a general familiarity with the code of ordinances of Municipality, and Municipality will provide adequate copies of books of ordinances of Municipality for this purpose at no cost to the Sheriff.

4. **Purpose:** The purpose of this Agreement shall be to provide Municipality and the citizens represented by Municipality with enhanced law enforcement by and through the Sheriff.

5. **Term:** This Agreement shall take effect on October 1, 2020 and extend until September 30, 2021. Any party may terminate this Agreement without cause or further liability to the other, except as to the indemnification provided herein, upon ninety (90) days written notice to the other parties to this Agreement. Said notice shall be deemed delivered when a copy is delivered to the other parties and receipt therefore signed by the other parties. Notwithstanding this provision, nothing herein written shall bind the Office of Sheriff or the County beyond the current term of office of the currently elected Sheriff. In the event that the terms herein written in any way conflict with the dates associated with the Sheriff's term of office, then this Agreement

shall become void, without any liability therefore, immediately upon the request of either the Sheriff or the County.

6. **Notice:** Notices required to be given hereunder shall be given to the following persons:

- (a) Sheriff of Baldwin County, AL  
310 Hand Ave.  
Bay Minette, AL 36507;
- (b) Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Bay Minette, AL 36507
- (c) Kim Koniar, Mayor  
Town of Magnolia Springs  
PO Box 890  
Magnolia Springs, AL 36555

7. **Payment by Municipality:** In consideration of the agreements made herein, Municipality shall pay to the Baldwin County Sheriff's Office \$5,875.00 per month for the duration of this Agreement. This amount shall be due by the 10th day of each month. These amounts reflect the complete cost to the County and the Sheriff for the anticipated services of one Deputy Sheriff including, but not limited to, any reasonable overtime necessary for the deputy to perform law enforcement services. Said overtime must be with the Sheriff's consent unless the existing circumstances make consent impractical or unreasonable. The Sheriff may provide extra personnel, assuming availability, upon the request by Municipality at an hourly rate of \$32.00, billable and payable as of time of regular billing period. Nothing in this section shall prevent the Sheriff and Municipality from agreeing to overtime compensation for the deputy for special events, occasions or other circumstances deemed appropriate by both parties; however, any such agreement shall not bind the County in any way and specifically not to any additional costs or liabilities therefore. In the event that any costs or compensation are agreed upon between the Sheriff and Municipality, which are not specifically listed within this Agreement, then such costs and liabilities will be considered as extraordinary events and not deemed to create any ongoing or expansion of liability; furthermore, the Municipality agrees to indemnify and hold the County harmless for any such added costs and liabilities related to the same.

8. **Provision of Services by the County:** The County is hereby acting in approval and agreement of the sufficiency of the funds as provided by the Municipality for the anticipated services. Notwithstanding this approval, however, the County in no way guarantees that said sum will continue to be sufficient for services rendered by the Sheriff. The Parties further agree that this Agreement in no way binds the County to provide, without limitation, any additional funds, equipment, facilities, resources, as to include but not limited to, patrol vehicles, insurance,

benefits, necessary or unnecessary equipment for safety, investigative, management, supervisory, and dispatching needs. In the event that the funds provided by the Municipality are determined by the Sheriff to no longer be sufficient to fund the service levels provided or to fulfill the expected duties described herein, the County shall in no way be bound to provide or make up any such shortfalls associated therewith.

9. **Provision of Services by the Sheriff:** The Sheriff agrees to enhance law enforcement services within the jurisdiction of the Municipality. The Sheriff anticipates providing one deputy with patrol vehicle and necessary equipment for a total of forty (40) hours during each full calendar week during which this Agreement is in effect. Each week must conform to the Sheriff's Office established shift schedule that now exists or as established by the Sheriff's Office from time to time hereafter. The Sheriff anticipates, without guarantee, that the Deputy will be present within the municipal jurisdiction in shifts of eight (8) consecutive hours; provided, however, the Sheriff, in his best judgment, after consultation with the Mayor and the Municipal Council, may approve any combination of hours or shifts as he determines to be appropriate. In addition, during an emergency situation, as determined by the Sheriff, and when such determined emergency situation is located outside the jurisdiction of Municipality, the Sheriff may reassign any particular deputy, from the municipal jurisdiction to a different location, and for the amount of time necessary, concerning such determined emergency. Municipality will either receive a financial credit or an in-kind credit for the deputy's time if his reassignment to said emergency overlaps with his shift for the Municipality.

The Sheriff will maintain the right to review, evaluate, and require changes to service charges and rates provided for herein, on an annual basis. In the event that such requirements are not agreed upon by the Municipality and the County, then the Sheriff has the option to adjust or terminate all or part of the provided services as provided for herein, but any change in service levels must first be noticed to both the Municipality and the County.

10. **Station:** The Municipality may provide, at no cost to the Sheriff, a mutually agreed upon suitable space for a sheriff's station located within the Municipality. If said station is provided, the Municipality shall be responsible for the payment of utilities, excluding telephone services, and any and all maintenance and cleaning services. The purpose of said station space is to provide assigned deputies a central and/or suitable location for effective law enforcement services to the Municipality and its citizens therein.

11. **Personnel:** Notwithstanding anything herein to the contrary, the Sheriff retains the complete and sole authority concerning, without limitation, the direction, hiring, training, assignment, discipline, and dismissal of any Deputy Sheriff, including any other officer acting on behalf of the Sheriff, in the performance of services under this Agreement. Any deputy or officer performing services under this Agreement shall do so in accordance with his duties as an employee of the Sheriff and consistent with all training and direction from the Sheriff. The Municipality does hereby reserve the right and the Sheriff does hereby acquiesce in Municipality's right to request that the Sheriff transfer such personnel who, in the determination of Municipality, fail to perform in a manner consistent with the standards contemplated herein.

Such determination to transfer personnel shall, however, be made at the sole discretion of the Sheriff.

12. **Arrests, Crimes, Fines and Forfeitures:** Arrests and criminal charges for violation of municipal ordinances are to include, without limitation, uniform traffic citations and all prosecutions, therefore. Such arrests and criminal charges shall be returnable to and in the jurisdiction of the Magnolia Springs Municipal Court, if the Municipality staffs and maintains such a court system and the Municipality elects to have such actions prosecuted therein; otherwise, such charges will be returnable to and prosecuted in the District Court of Baldwin County. All fines and forfeitures rendered in any court as a result of such charges made by the contract deputy within the municipal limits and its police jurisdiction shall be distributed to the Municipality as provided by the laws of the State of Alabama and the rules of the District and Circuit Courts of Baldwin County.

13. **Municipal Law Enforcement Policy:** The Sheriff may confer with the Municipality regarding law enforcement problems within the Municipality and may consider general policy direction from the Municipality. Such consideration may include direction concerning how its services are delivered, and to what geographic area of the Municipality a particular type or level of service should be delivered in order to counteract law enforcement problems within the Municipality. In the event that a concern arises over the general policy direction of the Municipality, the Sheriff may meet and confer with the Municipality on policy matters regarding the delivery of such services and attempt to resolve any dispute or misunderstanding between them. The deputy or deputies assigned under this Agreement, however, shall, at all times, remain under the singular and exclusive control of the Sheriff. They shall not be controlled by, nor shall they be under the authority of, the Municipality, and nothing in this Agreement shall be construed to give Municipality the right of control over the deputy or the deputy's time. At no time shall the Sheriff or any of his deputies be deemed to hold any municipal office of the Municipality; however, nothing in this Agreement shall preclude the Municipality, if it ever so deems necessary, from appointing its own Chief of Police and police officers.

14. **Sheriff's Status:** Nothing in this Agreement shall be deemed to make the Sheriff or any of his deputies an agent, servant, or employee of Municipality, or to otherwise diminish the power and authority vested in the Sheriff and his sworn officers, as officials of the State of Alabama. The Sheriff, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the Sheriff and his sworn officers.

15. **Liability of Municipality and Sheriff:** Neither the Sheriff nor the County will defend or pay any judgment against the Municipality arising out of any act or omission or alleged act or omission of the Sheriff or any deputy, law enforcement personnel, or any other employees of the Sheriff performing services under this Agreement. The Municipality shall maintain separate liability insurance which names the Baldwin County Commission, as the governing body of Baldwin County, Alabama and the Sheriff of Baldwin County as additionally insured parties. All suits and claims against deputies and the Sheriff that may be filed from time

to time hereunder shall be handled by the Sheriff in accordance with normal procedures. The Sheriff may defend such lawsuits or claims against the deputies. Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County, the Municipality and the Sheriff or in any way diminish any immunity, absolute or qualified, to which the County, the Sheriff and Municipality are otherwise entitled by law.

16. **Indemnification:** To the fullest extent allowed by law, Municipality shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (for purposes of this Section 16 referred to collectively as "COUNTY") and the Baldwin County Sheriff's Office, the Sheriff and their affiliates, employees, agents, officers, deputies and representative's (for purposes of this Section 16 referred to collectively as "Sheriff") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon the County or Sheriff, as a result of any acts or omissions by the Municipality, Sheriff or County within the scope and under the terms of this agreement. This indemnification shall survive the expiration or termination of this Agreement. Nothing in this Agreement shall be construed as waiving the limitations on municipal liability under Alabama law.

17. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the same shall be severed from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

18. **Entire Agreement:** This Agreement reflects the full and complete understanding of the parties to it and may be modified or amended only by a document in writing executed by all the parties hereto and executed with the same formality of this Agreement.

19. **State Law Applicable:** This Contract shall be construed under and in accordance with the laws of the State of Alabama, and venue shall lie in Baldwin County, Alabama.

**IN WITNESS WHEREOF,** the parties to this Agreement have caused the same to be signed by their duly authorized representatives.

ATTEST:

Baldwin County Sheriff

\_\_\_\_\_/\_\_\_\_\_  
Anthony E. Lowery / Date  
Chief Deputy

\_\_\_\_\_/\_\_\_\_\_  
Huey Hoss Mack / Date  
Sheriff Baldwin County, AL

ATTEST:

Baldwin County Commission

\_\_\_\_\_/\_\_\_\_\_  
Wayne Dyess, /Date  
County Administrator

By:

\_\_\_\_\_/\_\_\_\_\_  
Billie Jo Underwood / Date  
Chairman

ATTEST:

Town of Magnolia Springs

\_\_\_\_\_/\_\_\_\_\_  
Jenny Opal White /Date  
Town Clerk

\_\_\_\_\_/\_\_\_\_\_  
By: Kim Koniar /Date  
Mayor



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1491, **Version:** 1

**Item #:** BJ3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Huey Hoss Mack, Baldwin County Sheriff

**Submitted by:** Connie Dudgeon, Budget/Finance Director, BCSO

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### **ITEM TITLE**

Tri-Party Agreement for Housing of Prisoners at the Baldwin County Corrections Center for the Town of Loxley

### **STAFF RECOMMENDATION**

Approve the Tri-Party Intergovernmental Service Agreement with the Town of Loxley, Baldwin County Sheriff's Office and the Baldwin County Commission for the housing of the Town of Loxley inmates at the Baldwin County Corrections Center. The contract will commence on October 1, 2020, and terminate on September 30, 2021, or upon written notification of termination by either party within the required sixty (60) days.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** September 20, 2019

**Background:** The Town of Loxley contracts with the Baldwin County Sheriff's Office and the Baldwin County Commission to house their inmates. The Tri-Party Intergovernmental Service Agreement between the Town of Loxley, Baldwin County Sheriff's Office and the Baldwin County Commission has been approved each year since October 1, 2008.

The housing fee collected by the Sheriff's Office goes into the Sheriff's Office Food Bill Account for payment of feeding inmates.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Yes

**Reviewed/approved by:** County Attorney's Office

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail contract to the following for signatures:

Richard L. Teal, Mayor  
Town of Loxley  
Post Office Box 9  
Loxley, Alabama 36551

**Additional instructions/notes:** N/A



## STATE OF ALABAMA

## COUNTY OF BALDWIN

### **TRI-PARTY INTERGOVERNMENTAL SERVICE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS, THAT THIS TRI-PARTY AGREEMENT** (a/k/a "Agreement") is entered into between the TOWN OF LOXLEY, ALABAMA (hereafter the "TOWN"), the BALDWIN COUNTY COMMISSION (hereafter the "COUNTY"), and the SHERIFF OF BALDWIN COUNTY, ALABAMA (hereafter the "SHERIFF"), all jointly referred to as the Parties; and

**WHEREAS**, the TOWN, COUNTY, and the SHERIFF are all duly organized and existing under the Constitution and laws of the State of Alabama and are all authorized under such Constitution and laws of the State to enter into this Tri-Party Agreement, to perform transactions contemplated hereby, and to perform all of their obligations under the Agreement; and

**WHEREAS**, the SHERIFF, as the authority in charge of the overall operation of the Baldwin County Correctional Center, has agreed to and hereby joins the furtherance of such commitments entered into by the COUNTY and TOWN.

**NOW, THEREFORE**, in consideration of the premises and the mutual tri-party covenants contained within this Agreement, the sufficiency whereof are hereby acknowledged, the TOWN, the COUNTY and the SHERIFF do hereby agree as follows:

#### **ARTICLE I. Definitions**

- a. "TOWN" - the Town of Loxley, Alabama.
- b. "COUNTY" - the County of Baldwin, Alabama.
- c. "SHERIFF" - the Sheriff of Baldwin County, Alabama.
- d. "Baldwin County Corrections Center" - any correctional facility that may be operated by the SHERIFF.
- e. "Baldwin County Corrections Center Medical Staff" - Those professionals/individuals employed by the SHERIFF either under contract, under the Baldwin County Sheriff's Office Personnel System, or otherwise engaged for the purposes of providing medical care to prisoners in the custody of the SHERIFF.
- f. "Emergency" or "Non-Emergency" - any situation that is determined to be such in the professional opinion of the SHERIFF or staff of the Baldwin County Sheriff's Office.
- g. "Outside Medicine" or "Outside Medical Services" - Medication and medical services provided by anyone other than the Baldwin County Correction's Center medical staff.

#### **ARTICLE II. Services Provided**

Upon request of the TOWN, the SHERIFF may house and care for prisoners arrested by the TOWN Police Department or sentenced to jail by the TOWN Court and may hold them until released by order of the TOWN Court.

#### **ARTICLE III. Payment**

The TOWN will pay the SHERIFF the appropriate daily fee for each twenty-four (24) hour period that a TOWN prisoner is housed in the Baldwin County Corrections Center. Payment will be made payable to the SHERIFF within thirty (30) days of invoicing by the SHERIFF.

For billing purposes, housing days will be considered calendar days beginning at 0001 (00:01 a.m.) and ending at 2400 (12:00 a.m.) daily. Any part of any day of incarceration of a TOWN prisoner will be counted as a full day.

#### **ARTICLE IV. Responsibility For Prisoners**

Once a prisoner is booked into the Baldwin County Corrections Center and legal custody is transferred from the TOWN to the SHERIFF, the prisoner's health, safety, and welfare becomes the responsibility of the SHERIFF until legal custody of the prisoner is transferred back to the TOWN or the prisoner is released on order of the TOWN or checked out of the Baldwin County Corrections Center in writing to a TOWN Police Officer.

TOWN will identify TOWN prisoners to jail personnel in writing on or before 9:00 a.m. each day who are scheduled for TOWN Court that day. TOWN official or Officer will check out TOWN prisoner at approximately 3:00 p.m. the day of TOWN Court and return prisoner to Baldwin County Corrections Center by approximately 4:30 p.m. the same day.

TOWN prisoners will not be released from custody of the Sheriff of Baldwin County directly from TOWN Court. If TOWN Court issues a release order as part of a hearing, the TOWN prisoner will be returned to the Baldwin County Corrections Center where they will be processed for release in accordance with the order of the TOWN Court.

TOWN will maintain accountability of and manage the incarceration of TOWN prisoners using the Baldwin County Sheriff's Office website using access passwords assigned by SHERIFF.

#### **ARTICLE V. Medical Services**

The provision of health care services for TOWN prisoners housed in the Baldwin County Corrections Center is the responsibility of the SHERIFF. The cost of all prescription medications issued to the TOWN prisoner and the cost of any medical service provided to them by anyone other than the Baldwin County Corrections Center medical staff is not covered by nor included in the agreed daily fee as set out herein, and payment for those prescription medications and outside medical services is the responsibility of the TOWN.

The TOWN prisoner provided "in-house" medical care by the Baldwin County Corrections Center will be charged a "co-pay" against their Inmate Commissary Account for each activity depending on the prescription or non-prescription medication or medical/dental service provided to them. The "co-pay" rates will be as determined by the SHERIFF and will be the same as charged other inmates. If incurred "co-pay" expenses are not paid directly by the TOWN prisoner, that expense will become the responsibility of the TOWN upon release of the TOWN Prisoner and will be above and beyond the daily fee established in Article IX appearing hereinbelow.

The SHERIFF will take the following actions to limit the TOWN's financial liability for prisoner medical services:

A. In non-emergency situations, the SHERIFF will cause the Baldwin County Corrections Center staff to inform the TOWN Police Chief or other appropriate TOWN official in writing via facsimile machine, email, or hard copy paper before providing prescription medications or outside medical services to TOWN prisoners. TOWN official will respond in writing with approval/disapproval via a like manner. Routine over-the-counter medications and medical/dental evaluations and services will be provided to the TOWN prisoner without prior notification to the TOWN.

B. In emergency situations, the SHERIFF will cause the Baldwin County Correction Center staff to inform the TOWN Police Chief or other

appropriate TOWN official of the circumstances as soon as practical after the immediate emergency has stabilized.

C. Costs associated with the provision of all prescription medications and the treatment of all pre-existing medical conditions, regardless of the severity of the condition, for TOWN prisoners will be the responsibility of the TOWN.

#### **ARTICLE VI. Transportation**

Transportation of TOWN prisoners to and from the Baldwin County Corrections Center, for any purpose and for any duration, will be the responsibility of the TOWN. Whenever a TOWN prisoner is temporarily removed from the Baldwin County Corrections Center (including hospitalizations, hearings, medical/dental/mental health appointments, etc.), security for that prisoner will be the responsibility of the TOWN.

#### **ARTICLE VII. Emergencies**

The SHERIFF may, without explanation, deny housing to any TOWN prisoner. Upon request of the SHERIFF, the TOWN will cooperate with the SHERIFF and the COUNTY to seek judicial discharge of qualifying TOWN prisoners.

During an operational emergency at the Baldwin County Corrections Center as declared by the SHERIFF, the TOWN Police Department will provide backup support to the Correctional Center staff under the terms of a law enforcement mutual aid agreement between the TOWN and the SHERIFF. If a formal law enforcement mutual aid agreement between the parties hereto does not exist, then the level of support provided by the TOWN will be that which a reasonable and prudent person would deem appropriate.

#### **ARTICLE VIII. Bonding Activities**

TOWN will provide to SHERIFF, and maintain in a current state, a list of TOWN approved Bonding Companies authorized to provide services to TOWN prisoners. Cash bonds for TOWN prisoners will not be accepted by SHERIFF. They will be accepted only by TOWN at its business location. In order for a TOWN prisoner to be released by SHERIFF on Cash bond documents, they will be signed by a TOWN official and faxed to SHERIFF. Bonding Company documents will be accepted directly by SHERIFF, and release of TOWN prisoner will be affected therefrom.

#### **ARTICLE IX. Fees and Adjustments**

The current daily fee schedule of \$55.00 per day for TOWN prisoner housing and related services as stated herein shall be effective from October 1, 2020, through September 30, 2021.

Billing address is Town of Loxley, ATTN: Melissa Lawrence P.O. Box 9, Loxley, Alabama 36551.

#### **ARTICLE X. Assignment and Agency**

The parties hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise convey any interest, rights or obligations provided or contained herein in whole or in part at any time.

Furthermore, nothing in this Agreement, either written or implied, shall create or give the impression that any party hereto is an agent of the other. The establishment of an agency relationship is contrary to the intentions of the parties hereto and is hereby strictly prohibited.

#### **ARTICLE XI. Warranties And Representations**

The execution and delivery of this Tri-Party Agreement have been duly authorized by all necessary actions of the governing body, and such actions are in compliance with all public bidding and other state and federal laws applicable.

This Tri-Party Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and is enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of this Tri-Party Agreement shall not violate any state, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the parties hereto.

#### **ARTICLE XII. Duration, Term and Binding Effect**

To the extent allowed by law, this Agreement will govern and be binding upon the parties hereto and will continue in effect until this Tri-Party Agreement is amended or properly altered to that effect by all parties hereto; otherwise, this Agreement shall terminate on September 30, 2021.

This Agreement shall be binding upon and shall inure to the benefit of the TOWN, the COUNTY, the SHERIFF and their respective successors.

Notwithstanding any provision within this Agreement, any party hereto may terminate this Agreement, with or without cause, with a sixty (60) day written notification to all other parties hereto.

#### **ARTICLE XIII. Entire Agreement**

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, or representations whatsoever, whether express or implied.

#### **ARTICLE XIV. Severability**

In the event that any provision of this Agreement shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.

#### **ARTICLE XV. Enforcement and Non Waiver**

The failure of any party hereto to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this TRI-PARTY AGREEMENT shall not constitute or be construed as a waiver or relinquishment of the right of the party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**IN WITNESS WHEREOF**, TOWN has caused this TRI-PARTY INTERGOVERNMENTAL SERVICE AGREEMENT to be executed by its duly authorized officer and representative, the COUNTY has caused this Agreement to be executed by its duly authorized officer and representative, and the SHERIFF has caused the Agreement to be executed by its duly authorized officer and representative, and the Agreement is deemed to be dated on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**BALDWIN COUNTY SHERIFF'S OFFICE**  
"SHERIFF"

**TOWN OF LOXLEY, ALABAMA**  
"TOWN"

By: \_\_\_\_\_  
Hoss Mack  
Sheriff, Baldwin County

By: \_\_\_\_\_ Huey  
Richard L. Teal  
Mayor, Town of Loxley

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Anthony E. Lowery  
As: Chief Deputy

By: \_\_\_\_\_  
Melissa Lawrence  
As: Town Clerk/Treasurer

**BALDWIN COUNTY, ALABAMA**  
"COUNTY"

By: \_\_\_\_\_  
Billie Jo Underwood  
Chairman, Baldwin County Commission

ATTEST:

By: \_\_\_\_\_  
Wayne Dyess,  
County Administrator



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1492, **Version:** 1

**Item #:** BJ4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Huey Hoss Mack, Baldwin County Sheriff

**Submitted by:** Connie Dudgeon, Budget/Finance Director, BCSO

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### **ITEM TITLE**

Tri-Party Agreement for Housing of Prisoners at the Baldwin County Corrections Center for the City of Bay Minette, Alabama

### **STAFF RECOMMENDATION**

Approve the Tri-Party Intergovernmental Service Agreement with the City of Bay Minette, Baldwin County Sheriff's Office and the Baldwin County Commission for the housing of the City of Bay Minette inmates at the Baldwin County Corrections Center. The contract will commence on October 1, 2020, and terminate on September 30, 2021, or upon written notification by either party within the required sixty (60) days.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** September 20, 2019

**Background:** This Tri-Party Intergovernmental Service Agreement with the City of Bay Minette, Baldwin County Sheriff's Office and the Baldwin County Commission has been approved each year since October 1, 2008.

The housing fee collected by the Sheriff's Office goes to the Sheriff's Office Food Bill Account for payment of feeding inmates.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Yes

**Reviewed/approved by:** County Attorney's Office

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail contract to the following for signatures:

Robert Wills, Mayor  
City of Bay Minette  
301 D 'Olive Street  
Bay Minette, Alabama 36507

**Additional instructions/notes:** N/A

## STATE OF ALABAMA

## COUNTY OF BALDWIN

### **TRI-PARTY INTERGOVERNMENTAL SERVICE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS, THAT THIS TRI-PARTY AGREEMENT** (a/k/a "Agreement") is entered into between the CITY OF BAY MINETTE, ALABAMA (hereafter the "CITY"), the BALDWIN COUNTY COMMISSION (hereafter the "COUNTY"), and the SHERIFF OF BALDWIN COUNTY, ALABAMA (hereafter the "SHERIFF"), all jointly referred to as the Parties; and

**WHEREAS**, the CITY, COUNTY, and the SHERIFF are all duly organized and existing under the Constitution and laws of the State of Alabama and are all authorized under such Constitution and laws of the State to enter into this Tri-Party Agreement, to perform transactions contemplated hereby, and to perform all of their obligations under the Agreement; and

**WHEREAS**, the SHERIFF, as the authority in charge of the overall operation of the Baldwin County Correctional Center, has agreed to and hereby joins the furtherance of such commitments entered into by the COUNTY and CITY.

**NOW, THEREFORE**, in consideration of the premises and the mutual tri-party covenants contained within this Agreement, the sufficiency whereof are hereby acknowledged, the CITY, the COUNTY and the SHERIFF do hereby agree as follows:

#### **ARTICLE I. Definitions**

- a. "CITY" - the City of Bay Minette, Alabama.
- b. "COUNTY" - the County of Baldwin, Alabama.
- c. "SHERIFF" - the Sheriff of Baldwin County, Alabama.
- d. "Baldwin County Corrections Center" - any correctional facility that may be operated by the SHERIFF.
- e. "Baldwin County Corrections Center Medical Staff" - Those professionals/individuals employed by the SHERIFF either under contract, under the Baldwin County Sheriff's Office Personnel System, or otherwise engaged for the purposes of providing medical care to prisoners in the custody of the SHERIFF.
- f. "Emergency" or "Non-Emergency" - any situation that is determined to be such in the professional opinion of the SHERIFF or staff of the Baldwin County Sheriff's Office.
- g. "Outside Medicine" or "Outside Medical Services" - Medication and medical services provided by anyone other than the Baldwin County Correction's Center medical staff.

#### **ARTICLE II. Services Provided**

Upon request of the CITY, the SHERIFF may house and care for prisoners arrested by the CITY Police Department or sentenced to jail by the CITY Court and may hold them until released by order of the CITY Court.

#### **ARTICLE III. Payment**

The CITY will pay the SHERIFF the appropriate daily fee for each twenty-four (24) hour period that a CITY prisoner is housed in the Baldwin County Corrections Center. Payment will be made payable to the SHERIFF within thirty (30) days of invoicing by the SHERIFF.



For billing purposes, housing days will be considered calendar days beginning at 0001 (00:01 a.m.) and ending at 2400 (12:00 a.m.) daily. Any part of any day of incarceration of a CITY prisoner will be counted as a full day.

#### **ARTICLE IV. Responsibility For Prisoners**

Once a prisoner is booked into the Baldwin County Corrections Center and legal custody is transferred from the CITY to the SHERIFF, the prisoner's health, safety, and welfare becomes the responsibility of the SHERIFF until legal custody of the prisoner is transferred back to the CITY or the prisoner is released on order of the CITY or checked out of the Baldwin County Corrections Center in writing to a CITY Police Officer.

CITY will identify CITY prisoners to jail personnel in writing on or before 9:00 a.m. each day who are scheduled for CITY Court that day. CITY official or Officer will check out CITY prisoner at approximately 3:00 p.m. the day of CITY Court and return prisoner to Baldwin County Corrections Center by approximately 4:30 p.m. the same day.

CITY prisoners will not be released from custody of the Sheriff of Baldwin County directly from CITY Court. If CITY Court issues a release order as part of a hearing, the CITY prisoner will be returned to the Baldwin County Corrections Center where they will be processed for release in accordance with the order of the CITY Court.

CITY will maintain accountability of and manage the incarceration of CITY prisoners using the Baldwin County Sheriff's Office website using access passwords assigned by SHERIFF.

#### **ARTICLE V. Medical Services**

The provision of health care services for CITY prisoners housed in the Baldwin County Corrections Center is the responsibility of the SHERIFF. The cost of all prescription medications issued to the CITY prisoner and the cost of any medical service provided to them by anyone other than the Baldwin County Corrections Center medical staff is not covered by nor included in the agreed daily fee as set out herein, and payment for those prescription medications and outside medical services is the responsibility of the CITY.

The CITY prisoner provided "in-house" medical care by the Baldwin County Corrections Center will be charged a "co-pay" against their Inmate Commissary Account for each activity depending on the prescription or non-prescription medication or medical/dental service provided to them. The "co-pay" rates will be as determined by the SHERIFF and will be the same as charged other inmates. If incurred "co-pay" expenses are not paid directly by the CITY prisoner, that expense will become the responsibility of the CITY upon release of the CITY Prisoner and will be above and beyond the daily fee established in Article IX appearing hereinbelow.

The SHERIFF will take the following actions to limit the CITY's financial liability for prisoner medical services:

A. In non-emergency situations, the SHERIFF will cause the Baldwin County Corrections Center staff to inform the CITY Police Chief or other appropriate CITY official in writing via facsimile machine, email, or hard copy paper before providing prescription medications or outside medical services to CITY prisoners. CITY official will respond in writing with approval/disapproval via a like manner. Routine over-the-counter medications and medical/dental evaluations and services will be provided to the CITY prisoner without prior notification to the CITY.

B. In emergency situations, the SHERIFF will cause the Baldwin County Correction Center staff to inform the CITY Police Chief or other

appropriate CITY official of the circumstances as soon as practical after the immediate emergency has stabilized.

C. Costs associated with the provision of all prescription medications and the treatment of all pre-existing medical conditions, regardless of the severity of the condition, for CITY prisoners will be the responsibility of the CITY.

#### **ARTICLE VI. Transportation**

Transportation of CITY prisoners to and from the Baldwin County Corrections Center, for any purpose and for any duration, will be the responsibility of the CITY. Whenever a CITY prisoner is temporarily removed from the Baldwin County Corrections Center (including hospitalizations, hearings, medical/dental/mental health appointments, etc.), security for that prisoner will be the responsibility of the CITY.

#### **ARTICLE VII. Emergencies**

The SHERIFF may, without explanation, deny housing to any CITY prisoner. Upon request of the SHERIFF, the CITY will cooperate with the SHERIFF and the COUNTY to seek judicial discharge of qualifying CITY prisoners.

During an operational emergency at the Baldwin County Corrections Center as declared by the SHERIFF, the CITY Police Department will provide backup support to the Correctional Center staff under the terms of a law enforcement mutual aid agreement between the CITY and the SHERIFF. If a formal law enforcement mutual aid agreement between the parties hereto does not exist, then the level of support provided by the CITY will be that which a reasonable and prudent person would deem appropriate.

#### **ARTICLE VIII. Bonding Activities**

CITY will provide to SHERIFF, and maintain in a current state, a list of CITY approved Bonding Companies authorized to provide services to CITY prisoners. Cash bonds for CITY prisoners will not be accepted by SHERIFF. They will be accepted only by CITY at its business location. In order for a CITY prisoner to be released by SHERIFF on Cash bond documents, they will be signed by a CITY official and faxed to SHERIFF. Bonding Company documents will be accepted directly by SHERIFF, and release of CITY prisoner will be affected therefrom.

#### **ARTICLE IX. Fees and Adjustments**

The current daily fee schedule of \$55.00 per day for CITY prisoner housing and related services as stated herein shall be effective from October 1, 2020, through September 30, 2021.

Billing address is City of Bay Minette, ATTN: Kim Curry, 301 D'Olive Street, Bay Minette, Alabama 36507.

#### **ARTICLE X. Assignment and Agency**

The parties hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise convey any interest, rights or obligations provided or contained herein in whole or in part at any time.

Furthermore, nothing in this Agreement, either written or implied, shall create or give the impression that any party hereto is an agent of the other. The establishment of an agency relationship is contrary to the intentions of the parties hereto and is hereby strictly prohibited.

#### **ARTICLE XI. Warranties And Representations**

The execution and delivery of this Tri-Party Agreement have been duly authorized by all necessary actions of the governing body, and such actions are in compliance with all public bidding and other state and federal laws applicable.

This Tri-Party Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and is enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of this Tri-Party Agreement shall not violate any state, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the parties hereto.

#### **ARTICLE XII. Duration, Term and Binding Effect**

To the extent allowed by law, this Agreement will govern and be binding upon the parties hereto and will continue in effect until this Tri-Party Agreement is amended or properly altered to that effect by all parties hereto; otherwise, this Agreement shall terminate on September 30, 2021.

This Agreement shall be binding upon and shall inure to the benefit of the CITY, the COUNTY, the SHERIFF and their respective successors.

Notwithstanding any provision within this Agreement, any party hereto may terminate this Agreement, with or without cause, with a sixty (60) day written notification to all other parties hereto.

#### **ARTICLE XIII. Entire Agreement**

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, or representations whatsoever, whether express or implied.

#### **ARTICLE XIV. Severability**

In the event that any provision of this Agreement shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.

#### **ARTICLE XV. Enforcement and Non Waiver**

The failure of any party hereto to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this TRI-PARTY AGREEMENT shall not constitute or be construed as a waiver or relinquishment of the right of the party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**IN WITNESS WHEREOF**, CITY has caused this TRI-PARTY INTERGOVERNMENTAL SERVICE AGREEMENT to be executed by its duly authorized officer and representative, the COUNTY has caused this Agreement to be executed by its duly authorized officer and representative, and the SHERIFF has caused the Agreement to be executed by its duly authorized officer and representative, and the Agreement is deemed to be dated on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**BALDWIN COUNTY SHERIFF'S OFFICE**  
"SHERIFF"

**CITY OF BAY MINETTE, ALABAMA**  
"CITY"

By: \_\_\_\_\_  
Huey Hoss Mack  
Sheriff, Baldwin County

By: \_\_\_\_\_  
Robert Wills  
Mayor, City of Bay Minette

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Anthony E. Lowery  
As: Chief Deputy

By: \_\_\_\_\_  
Rita Diedrich  
As: City Clerk/Treasurer

**BALDWIN COUNTY, ALABAMA**  
"COUNTY"

By: \_\_\_\_\_  
Billie Jo Underwood  
Chairman, Baldwin County Commission

ATTEST:

By: \_\_\_\_\_  
Wayne Dyess,  
County Administrator



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1509, **Version:** 1

**Item #:** BJ5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Huey Hoss Mack, Baldwin County Sheriff

**Submitted by:** Connie Dudgeon, Finance Director, BCSO

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### **ITEM TITLE**

Utility Associates, Inc. - Customer Service Agreement for Equipment, Software and Services for the Baldwin County Sheriff's Office

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the Customer Service Agreement between the Baldwin County Commission acting through the Baldwin County Sheriff's Office and Utility Associates, Inc. for Equipment, Software and Services for a fee of \$662,597.00. The Agreement includes the Sheriff's Office Body Worn Camera's, Holster Sensor's, Body Worn Uniform, Rocket IoT Communications Router and Avail Web Services. This Agreement will commence on the Effective Date (Signature Date) for a term of three (3) years. The Agreement can be terminated with ninety (90) days written notice by either party; and
- 2) Approve the Offer Acceptance Letter from Utility Associates to renew various Software Services and equipment upgrades for BodyWorn Cameras and Rocket IoT Vehicle Video & Communications Systems.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

#### **Background:**

Since January 2013, the Baldwin County Sheriff's Office has been supported by Utility Associates, a sole source provider, with in-car audio and video capabilities. Rocket IoT provides a front camera and rear camera with audio and provides internet for the Mobile Data Terminal plus WIFI access for on scene applications.

Utility's back office provides cloud video storage along with GPS tracking with reporting applications. The company also provides Body-Worn uniform cameras which integrate into a deputy's uniform for real-time audio/video capabilities.

Utility also provides Webinar training, technical support and RMA support for equipment needing repair. They provide the most up to date equipment and software at their disposal. CAD integration is also provided through the Sheriff's Office computer system for additional tracking and unit(s) monitoring and automates recordings and videos.

The Avail system which is provided by Utility Associates provides the Sheriff's Office with evidence management, fleet management and information transfer as a base for reporting and information sharing.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$662,597.00 broken down over three (3) years.

**Budget line item(s) to be used:** 52100.5150 - Contract Services

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

There are funds in the current fiscal year budget for the first payment of \$ 220,867.00 that will be due upon execution of the contract.

The payment for the second year of \$220,865.00 is included in the Fiscal Year 20-21 budget request submitted by the Baldwin County Sheriff's Office. It is included in line item 5150 for cost center 52100.

The payment for the third year of \$220,865.00 will be included in the Fiscal Year 21-22 Sheriff's Office budget request under line item 5150 for cost center 52100.

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Yes. County Attorney reviewed Agreement.

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administrative Staff: Mail Agreement to the following to be signed

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Michael J Nark  
President & CEO  
Utility Associates  
250 E. Ponce De Leon Avenue  
Suite 700  
Decatur, Georgia 30030

Huey Hoss Mack, Sheriff  
310 Hand Avenue  
Bay Minette, Al 36507

**Additional instructions/notes:** N/A



# Customer Service Level Agreement

## INTRODUCTION

This service agreement describes the levels of service that the Baldwin County Sheriff's Office ("Client" or "Customer") will receive from Utility Associates, Inc. ("UA" or "Supplier").

### Purpose

The Client depends on IT equipment, software and services (the IT system) that are provided, maintained and supported by the Supplier. Some of these items are of critical importance to the Client's business.

This service agreement sets out what levels of availability and support the Client is guaranteed to receive for specific parts of the IT system.

## SCOPE

### Parties

This agreement is between:

<b>The Client:</b>	<b>The Supplier:</b>
Baldwin County Sheriff's Office	Utility Associates Inc.
18185 Raymond Fell Drive Robertsdale, AL 36567	250 E. Ponce De Leon Avenue Suite 700 Decatur, GA 30030
Key Contact: Huey Mack- Sheriff (251) 937-0210	Key Contact: Vincent Chiera, Jr. – Inside Sales Manager (678) 799-0640

### Dates and Reviews

This agreement begins on the Effective Date of the agreement, which is the date of signature by the Client of the accompanying Offer Letter, and will run for the term of the agreement plus any extensions of such agreement.

It may be revised at any point, by mutual written agreement, including if there are any changes to the Client's system.

### Equipment, Software and Services Covered

This agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the Client and Supplier.

Item Type	Number of Items	Item Priority
BodyWorn Camera Bundle – Refresh	Qty 129 Supplied by Utility	1
Bluetooth Controller	Qty 129 Supplied by Utility	2
BodyWorn Holster Sensor	Qty 129 Supplied by Utility	2
BodyWorn Uniform – Molle Pouch/Lanyard	Qt 129 Supplied by Utility	3



AVaiL Web	Qty Unlimited Licenses Supplied by Utility	1
AVaiLWeb Services Renewal for RocketIoT In-Car Video System & BodyWorn Cameras (36 Months)	Qty 129 Supplied by Utility	1
AVaiLWeb Services Renewal for RocketIoT communications Systems (36 Months)	Qty 7 Supplied by Utility	2
RocketIoT Communications Router & Related Installation Hardware	Qty 4 Supplied by Utility	3
<i>*Includes all services, installation, training, and configuration of the above listed equipment and cost proposal.</i>		

## Exclusions

This agreement is written in a spirit of partnership. The Supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment or services not purchased via and managed by the Supplier

Additionally, this agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is expressly **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**
- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the system's ability to record, upload, or view data.
- The Client has prevented the Supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services of the Client.

This agreement does not apply in circumstances that could reasonably be said to be beyond the Supplier's control. For instance: floods, war, acts of god and so on.

Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times, and will do its absolute best to assist the Client wherever possible.

## RESPONSIBILITIES

### Supplier Responsibilities

The Supplier will provide and maintain the IT System used by the Client. This Service Level Agreement between the Supplier and the Client includes full details of these responsibilities.

Additionally, the Supplier will do the following:

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the Client at all times

## Client Responsibilities

The Client will use the Supplier-provided IT System as intended hereunder.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of the Agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner
- Provide the Supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the Supplier at all times

## GUARANTEED RESPONSE TIMES

When a Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

### Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the customer directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

### Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.



## RESOLUTION TIMES

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client's systems are key to daily functions and must be functional in the field.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

## SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "AVaiL™", "AVaiL Web", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Customer; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Customer and the services described herein are collectively referred to as the "Service". Subject to Customer's payment of the applicable fees and Customer's compliance with the terms of this Agreement, Customer, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Customer's and its affiliates' internal business purposes. UA will issue to one Licensed User ("Customer Administrator") an individual logon identifier and password ("Administrator Logon") for purposes of administering the Service. Using the Administrator's Logon, the Customer Administrator shall assign each Licensed User a unique logon identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Customer shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Customer shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such logon identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Customer and/or its Licensed Users are in material breach of this Agreement. Customer shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Customer or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Customer's and its Licensed Users' use of the Service. Customer acknowledges that the Service may contain devices to monitor Customer's compliance with the terms and restrictions contained herein and Customer's obligations hereunder.

1.1.2 Operating Environment. Customer is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Customer to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Customer shall have the right to terminate this Agreement upon thirty (30) days written notice to UA. During the term of this Agreement, if UA upgrades the version of the Service Customer is using under this Agreement, Customer will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Customer may elect to purchase the optional software modules for an additional fee; however, Customer has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Customer support in the form of a Help Desk. Customers reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

#### 1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Customer and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Customer's direction, UA restricting Customer's and its Licensed Users access to the Service.

b. Commitment. Customer is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Customer satisfying its obligations herein, UA guarantees that the Service will be available to Customer and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Customer a pro-rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 Uniforms. UA's BodyWorn Solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer's/deputy's uniform. As part of the multi-year service agreement, UA will furnish the following allotments and services during initial project launch.

a. Retrofits of existing uniforms. A quantity of five (5) standard uniform garments, per BodyWorn camera purchased, will be modified to BodyWorn ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client's request.

b. Retrofits of Standard garment types. Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear service agreement, include the following:

- (i) Duty shirts (long or short sleeve)
- (ii) Soft outer carrier vest
- (iii) Standard soft-shell jacket

c. Retrofits of Non-standard garment types. Excluded from the initial project launch retrofitting service, that may still be modified to BodyWorn ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)

- (i) Polo shirts
- (ii) Commando style sweaters
- (iii) Tactical vest or outer plate carriers
- (iv) Leather jackets

d. Certification of local uniform resellers. Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA's uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive BodyWorn standard uniform garment retrofits, post project deployment. Additionally, this program is designed to foster the support of local small business in your respective area.



(i) Resellers may participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.

(ii) As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period, over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.

(iii) Certification fees. Certification of each local uniform reseller will be charged to The Client, at \$2,500 per session.

e. As part of the offering with a multiyear service agreement, UA will provide a \$200 allotment towards any combination of new BodyWorn ready, standard uniforms, per body camera purchased.

#### 1.2.1 Uniform Retrofit Pricing Schedule.

a. BodyWorn - **standard** garment retrofit service table (price includes shipping)

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, BodyWorn Ready	\$13
Blauer 8780, 8370, 8375, 8470	Carrier Vest Mount, BodyWorn Ready	\$13
Blauer 343, 343R	Traffic Safety Vest, BodyWorn Ready	\$13
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, BodyWorn Ready	\$23
Spiewak	Carrier Vest Mount, BodyWorn Ready	\$33
Elbeco SH3500	Soft Shell Jacket	\$23
All Standard Uniform Types	Grommet Swap Out	\$10

b. BodyWorn - **non-standard** garment retrofit service table (price includes shipping). Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered, by UA's Uniform Coordinator. For additional questions, comments or concerns please e-mail [uniforms@utility.com](mailto:uniforms@utility.com)

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	\$33
Tactical Vest – Velcro Closure	\$43
Tactical Vest – Center Zipper Closure	\$23
Tactical Vest – Horizontal Zipper with Mounting (Ex. Blackhawk Tactical Carrier)	\$43
Polo Shirt	\$43
Polo Carrier – Horizontal Zipper	\$43
Leather Jacket / Coat.	Quote Only
<b>Patches</b>	
Single	\$5
Pair	\$6
Name Tape – Includes Embroidery and Velcro	\$10

## USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Customer's payment of all applicable Fees, UA hereby grants to Customer a limited, a non-exclusive, non- assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Customer's and its



affiliates' internal business purposes, on a computer or a computer network operated by Customer, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Customer's notification of such use through an End User License Agreement (EULA), UA will provide such notification to the Customer. In order to use the Service, Customer agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Customer's use of the Service subsequent to such notice(s) shall constitute Customer's acceptance of the EULA(s).

2.3 Restrictions. Customer and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

## **FEES AND PAYMENT TERMS**

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Customer shall pay annual Service usage fees ("Fees"). If Customer fails to pay any undisputed Fees within thirty (30) calendar days of the date they are due, the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein.

3.2 Time-and-Materials Service. If Customer requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

## **REPRESENTATIONS AND WARRANTIES**

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Customer returns to UA during the period of the initial term of the agreement. All equipment issued, including BodyWorn™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) authorization. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective Products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation by a non-authorized 3<sup>rd</sup> party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects





in material workmanship that render prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Customer Responsibilities. Each party (the “Representing Party”) represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If UA alters the documentation in a way that materially diminishes the scope of the Services, Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to UA. In the event that the software which is part of the Service fails to perform in accordance with this warranty, Customer shall promptly inform UA of such fact, and, at as Customer’s sole and exclusive remedy, UA shall either: (i) repair or replace the Service to correct any defects in the software without any additional charge to Customer, or (ii) terminate this Agreement and provide Customer, as Customer’s sole and exclusive remedy, with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Customer represents and warrants to UA that Customer and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user’s use and enjoyment of the Service.

4.3 Export Restrictions. Customer represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Customer also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Customer represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Customer further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN “AS-IS” BASIS, AND (b) UA MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NONINFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW.

## **CONFIDENTIAL INFORMATION**

5.1 Confidential Information. As used herein, the term “Confidential Information means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA

and disclosed to Customer or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its customers, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Customer can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Customer, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Customer on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Customer without violating any of its obligations under this Agreement.

**5.2 Non-Disclosure of Confidential Information.** Customer shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Customer with the same degree of care as Customer uses for protection of its own confidential information, but no less than reasonable care. Customer may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Customer shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Customer shall certify in writing as to its compliance with the foregoing. Customer agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Customer shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Customer shall advise UA immediately in the event Customer learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Customer is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Customer shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Customer, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Agreement. UA Confidential Information shall not include information which can be demonstrated by Customer: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Customer, its employees, or agents; (ii) to have been supplied to Customer after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. Notwithstanding the foregoing, UA may publish the fact of the existence of this Agreement and/or the business relationship created hereby, and may include reference to it in its marketing collateral.

**5.3 Non-Disclosure of Customer Confidential Information.** Notwithstanding any provision of this Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Customer, (b) any information that derives economic value from not being generally known to persons other than Customer and its employees, and (c) any information that is the subject of efforts by Customer that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Customer in oral, graphic, written, electronic or machine readable form ("Customer Confidential Information") and shall not disclose or use such Customer Confidential Information without the express written consent of Customer. Customer





Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Customer Confidential Information only to those of its employees who have a need to know the Customer Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of Customer, UA shall promptly, at the option of Customer, either return or destroy all (or, if Customer so requests, any part) of the Customer Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Customer Confidential Information in a manner consistent with the maintenance of Customer's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Customer in identifying and preventing any unauthorized access, use, copying or disclosure of the Customer Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Customer immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Customer, and UA will, at UA's expense, cooperate with Customer in seeking injunctive or other equitable relief in the name of UA or Customer against any such person. Customer Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Customer to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Customer is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all logon identifiers and passwords provided hereunder are deemed Confidential Information of UA. Customer and Licensed Users are responsible for maintaining the confidentiality of such logon identifiers and passwords. Customer agrees to (a) notify UA of any unauthorized use of such logon identifiers or passwords or any other breach of security pertaining to the Service when it became known to the customer, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Customer's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of five years thereafter.

## **INDEMNIFICATION AND LIABILITY**

6.1 UA shall indemnify, defend and hold the Customer and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of UA, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by UA under this Contract; and (iii) use by UA of any intellectual property in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.

6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, AND EXCEPT FOR WILLFUL AND WANTON CONDUCT OF EITHER PARTY, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CUSTOMER TO UA UNDER THIS AGREEMENT. MULTIPLE



CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

## PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Customer hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

## TERM AND TERMINATION

8.1 Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of Three (3) years. Thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional Three (3) year terms (the "Renewal Term") unless either party provides written notice of termination ninety (90) days prior to the expiration of the initial Term or then current Renewal Term. Either party may immediately terminate this Agreement in the event that:

(a) the other party breaches any material obligation, warranty, representation or covenant under this Agreement and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach,

(b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity, or

(c) Customer has not used the Service for a consecutive six (6) month period. In the event the Agreement is terminated under this provision, Customer is responsible for all Fees due through the next annual anniversary date of the Effective Date of the Agreement. If UA terminates the Agreement under this provision, Customer is entitled to thirty (30) more days of limited use of the Service for the sole purpose of permitting Customer to retrieve Customer Data. If timely payment of undisputed Fees is not received by its due date, UA reserves the right to either suspend or terminate Customer's or Licensed User's access to the Service upon ten (10) days' notice of disconnection to Customer. Upon termination or expiration of this Agreement for any reason, the License and the Service shall terminate, Customer will be obligated to pay any and all Fees due hereunder up through the annual anniversary of the Effective Date of this Agreement or expiration and UA shall have no further obligations to Customer. Sections 2.2 and 2.3, and Articles 4, 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Agreement for any reason.

## MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Baldwin County, Alabama.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 **Assignment.** Neither party will assign, sublicense or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without the other party's prior written consent.

9.5 **Force Majeure.** Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures.

9.6 **Modifications.** All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Customer; (b) any oral modifications to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory.

9.7 **Waiver.** The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.

9.8 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

9.9 **Headings.** The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 **Entire Agreement.** This Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

9.11 **Attorney Fees.** In the event either party is forced to file suit to enforce or interpret this Agreement, each party is responsible for its own attorney fees and costs incurred.



IN WITNESS WHEREOF, UA and Customer have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

**BALDWIN COUNTY SHERIFF'S OFFICE**  
"SHERIFF"

**BALDWIN COUNTY, ALABAMA**  
"COUNTY"

By: \_\_\_\_\_  
Huey Hoss Mack  
Sheriff, Baldwin County

By: \_\_\_\_\_  
Billie Jo Underwood  
Chairman, Baldwin County Commission

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Anthony E. Lowery  
As: Chief Deputy

By: \_\_\_\_\_  
Wayne Dyess,  
As: County Administrator

**UTILITY, INC**  
"SUPPLIER"

By: : \_\_\_\_\_  
Michael J. Nark  
President & CEO

ATTEST:

By: \_\_\_\_\_

July 6, 2020

Sheriff Huey Mack  
Baldwin County Sheriff's Office  
18185 Raymond Fell Drive  
Robertsdale, Alabama 36567

Dear Sheriff Mack,

Utility Associates, Inc. (UA herein) is honored that your Office is considering an extension of services to continue providing its Deputies with the BodyWorn™ and Rocket IoT™ solution. We take great pride in our Law Enforcement Partnerships and look forward to ongoing services with your Agency, well into the future.

Please allow this letter to serve notice that UA agrees to the following provisions as part of the service agreement that Baldwin County Sheriff's Office intends to enter into with our Company:

**1. Price Proposal:**

- a. Renewal of AVailWeb Software Services to Support 129 BodyWorn Cameras and Rocket IoT Vehicle Video & Communications Systems
- b. Renewal of AVailWeb Software Services to Support 7 Department Vehicles with Rocket IoT Communications Systems
- c. Upgrade of 4 Transport Vehicles from Rocket to Rocket IoT Communication Systems
- d. Period of Agreement = Three (3) Years
- e. Total System Price, Inclusive of all Hardware, Software Licenses, Data Storage/Retrieval, Warranty, Support, and Credits of (-\$289,196.40) for a period of Three (3) Years for a Total of: **\$662,597**
- f. Attachment [A] - (Sales Quote #130162) outlines the details of the price proposal, with part numbers and associated quantities

**2. Bill of Materials Included with the Offer:** As part of the annual subscription price for three (3) years, each system will include the following:

BodyWorn/Rocket IoT Vehicle Video/Communications/Camera triggers - Includes AVailWeb™ SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download.

Every Deputy (Qty. 129) will be equipped with the following:

- a. One (1) Refreshed BodyWorn™ Camera and Mount, to the Current Model Available
- b. One (1) Holster Activation Sensor
- c. One (1) Bluetooth BodyWorn Wrist/Belt Trigger
- d. One (1) BodyWorn Camera Exterior Molle Mount Pouch & Lanyard Bundle
- e. AVailWeb Video Management Software and Mapping Interface License
- f. Unlimited Download & Storage – Based on Department's Retention Policy
- g. Smart Redaction Software License
- h. Installation and Training – Onsite and Online Training Included
- i. Full Warranty
- j. 24/7 Technical Support for the Life of the Contract (XMONTHS)

Every Existing Rocket IoT In-Car Vehicle Video System (Qty. 129) will receive the following:

- a. Renewal of AvailWeb Software Services (36 months)
- b. Unlimited Video Storage - Upload / Download
- c. Full Warranty
- d. Unlimited User Licenses to Support Sheriff's Office Personnel
- e. 24/7 Technical Support for the Life of the Contract (36 months)

Every Existing Rocket IoT Communications System (Qty. 7) will receive the following:

- a. Renewal of AvailWeb Software Services (36 months)
- b. Unlimited Video Storage - Upload / Download
- c. Full Warranty
- d. Unlimited User Licenses to Support Sheriff's Office Personnel
- e. 24/7 Technical Support for the Life of the Contract (X months)

Every Existing Rocket System (Qty. 4) will be upgraded to receive the following:

- a. Removal of Legacy Rocket Communications
- b. Installation of one (1) Rocket IoT Communications Systems and related hardware
- c. Unlimited Video Storage - Upload / Download
- d. Full Warranty
- e. Unlimited User Licenses to Support Sheriff's Office Personnel
- f. 24/7 Technical Support for the Life of the Contract (36 months)

CAD Dispatch Integration within AVailWeb:

- a. UA will integrate CAD services with AVailWeb technology services, where applicable
- b. Integration will speed up the processing of records
- c. Supports the association of video evidence with dispatch calls for service
- d. Increased streamlining of video classification and association with responding resources utilizing UA technologies

Additional Item(s)

- a. At the request of the Department, ten (10) Tactical Vest Carriers will be Retrofitted to BodyWorn ready status, at no additional charge.

### **3. Installation & Certification Services:**

- a. UA Field Engineers will Install Upgrades of four (4) Rocket to Rocket IoT in the Department's Transport Vehicles
- b. UA will Certify one (1) Local Vehicle Up-Fitter, of the Sheriff's Choosing, for Future Installation Requirements by the Office, at No Additional Charge
- c. Additional Up-Fitters may be Certified by UA Field Engineers at the Following Rates:
  - i. Daily Rate Charges of \$1359/day are Applied at a Minimum of Two (2) Days per Certification
  - ii. Please Notify UA if Additional Up-Fitters are Being Considered as Part of this Project

4. **Customer Service Agreement (CSA) and Termination for Convenience:**

- a. The Agreement asserts 99% uptime with 24/7 Technical Support. This includes After Hours Call Back on any issues requiring immediate attention. On/Off Hour call backs will be provided on all issues directed to the 24/7 support team; this includes issues related to the upload and access to video, and any troubleshooting needed while a Deputy is on duty
- b. Details of the CSA are provided in Attachment - [B]

5. **Payment Terms and Options for Subscription Services:** In consideration of the continued partnership between UA and the Baldwin County Sheriff's Office, UA would like to extend the following special payment terms for services from UA with a three-year term.

**Direct Payment Option:**

Payment 1: Paid Upon Signing of Agreement(s)	\$220,867
Payment 2: Paid Upon Agreement Anniversary – Year 2	\$220,865
Payment 3: Paid Upon Agreement Anniversary – Year 3	\$220,865

**Total: \$662,597**

6. **Options to Renew:** In consideration of the continued partnership between UA and the Baldwin County Sheriff's Office we would like to extend the following auto-renewal rates for the services from UA for an additional three (3) years of service, for the quantities specified above. Please note, aging BodyWorn hardware devices requiring replacement will be quoted at the time of renewal.

Payment 4: Auto-Renewal of SaaS Services - Year 4	\$251,640
Payment 5: Auto-Renewal of SaaS Services - Year 5	\$259,189
Payment 6: Auto-Renewal of SaaS Services - Year 6	\$266,964

**Renewal Total: \$777,793**

We are privileged to work with your Department on this project. Should you have any questions, at any time, please feel free to call or email me at: 678-799-0640 / [vchiera@utility.com](mailto:vchiera@utility.com)

Respectfully,



Vincent Chiera Jr., Inside Sales Manager (UA, Inc.)

**BALDWIN COUNTY SHERIFF'S OFFICE**

"SHERIFF"

**BALDWIN COUNTY, ALABAMA**

"COUNTY"

By: \_\_\_\_\_  
Huey Hoss Mack  
Sheriff, Baldwin County

By: \_\_\_\_\_  
Billie Jo Underwood  
Chairman, Baldwin County Commission

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Anthony E. Lowery  
As: Chief Deputy

By: \_\_\_\_\_  
Wayne Dyess,  
As: County Administrator

cc. Mark Wood, National Sales Director  
Chris Leroux, Business Manager





# Sales Quote

Utility Associates Inc  
250 East Ponce De Leon Avenue  
Suite 700  
Decatur GA 30030  
(800) 597-4707  
www.utility.com

Customer	Baldwin County AL Sheriff
Date	06/18/2020
Sales Quote#	130162
Expires	08/01/2020
Sales Rep	Leroux, Christopher
PO#	
Terms	Net 30

## Bill To

Troy Bookout  
Johnny Davis  
Baldwin County Sheriff's Office  
18185 Raymond Fell Drive  
Robertsdale AL 36567

## Ship To

Johnny Davis  
Baldwin County Sheriff's Office  
18185 Raymond Fell Drive  
Robertsdale AL 36567

Item	Description	Quantity	Price Each	Amount
BWI-S-4003	AVaiL Web SaaS and Warranty with 24/7 Technical Support for BodyWorn and Rocket IoT In-Car - (08/01/2020 to 07/31/2023)	129	\$5,760.00	\$743,040.00
IOTCOM-S-4003	AVaiL Web SaaS for Rocket IoT Communications - (08/01/2020 to 07/31/2023)	7	\$1,080.00	\$7,560.00
IOTCOM-S-4003	Upgrade Existing Rocket Transport Vans to AVaiL Web SaaS for Rocket IoT Communications - (08/01/2020 to 07/31/2023)	4	\$1,080.00	\$4,320.00
IOTCOM-H-4001-X3	Rocket IoT Communications Hardware Bundle	4	\$1,200.00	\$4,800.00
DISCOUNT	Marquee Customer Discount	4	(\$1,200.00)	(\$4,800.00)
SER-D-5001	Design, Configuration, Project Management, and Training	3	\$1,359.00	\$4,077.00
BodyWorn Refresh	BodyWorn Hardware Refresh - Deployed at the Time of Contract Execution	129	\$800.00	\$103,200.00
BODY-H-303-MotoG7Power	BW Soft Shell Pouch with Lanyard/Clip, Holster and Lens- MotoG7 Power	129	\$50.00	\$6,450.00
DISCOUNT	Marquee Customer Discount	129	(\$50.00)	(\$6,450.00)
DISCOUNT	Marquee Customer Discount	129	(\$800.00)	(\$103,200.00)
BWH-H-4001-X	BodyWorn Holster Sensor	129	\$300.00	\$38,700.00
DISCOUNT	Marquee Customer Discount	129	(\$300.00)	(\$38,700.00)
CUSTOM	Past-Due Services 2016 - 2019	1	\$36,096.40	\$36,096.40
DISCOUNT	Past-Due Services 2016 - 2019 - Forgiveness Credit	1	(\$36,096.40)	(\$36,096.40)
DISCOUNT	Credit for Services Paid (08/01/2020 - 10/31/2022) - Invoices: 23375, 25985, 26744, 27470, 28979 - Only Valid if Purchased Prior to August of 2020	1	(\$96,400.00)	(\$96,400.00)

This transaction is subject to the terms and conditions laid forth in UA's Customer Service Agreement. See <https://www.bodyworn.com/service-agreement> for additional details.

Please forward all inquiries to [insidesales@utility.com](mailto:insidesales@utility.com)



# Sales Quote

Utility Associates Inc  
250 East Ponce De Leon Avenue  
Suite 700  
Decatur GA 30030  
(800) 597-4707  
www.utility.com

Customer	Baldwin County AL Sheriff
Date	06/18/2020
Sales Quote#	130162
Expires	08/01/2020
Sales Rep	Leroux, Christopher
PO#	
Terms	Net 30

**Bill To**

Troy Bookout  
Johnny Davis  
Baldwin County Sheriff's Office  
18185 Raymond Fell Drive  
Robertsdale AL 36567

**Ship To**

Johnny Davis  
Baldwin County Sheriff's Office  
18185 Raymond Fell Drive  
Robertsdale AL 36567

Item	Description	Quantity	Price Each	Amount
CUSTOM	CAD AVaiLWeb Integration Services - Where Applicable	1		\$10,000.00
DISCOUNT	Marquee Customer Discount	1		(\$10,000.00)

Subtotal	\$662,597.00
Sales Tax (0%)	\$0.00
<b>Total</b>	<b>\$662,597.00</b>

This transaction is subject to the terms and conditions laid forth in UA's Customer Service Agreement. See <https://www.bodyworn.com/service-agreement> for additional details.

Please forward all inquiries to [insidesales@utility.com](mailto:insidesales@utility.com)



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1482, **Version:** 1

**Item #:** BK1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Baldwin County Emergency Management Agency

**Submitted by:** Jenni Guerry, Deputy Director, Emergency Management Agency

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### **ITEM TITLE**

Disaster Assistance Agreements - Volunteer Fire Departments - Volunteer Search and Rescue Squads

### **STAFF RECOMMENDATION**

Take the following actions:

1) Authorize the Chairman to execute the Disaster Assistance Agreements, and any related documents for volunteer services between the Baldwin County Commission and the following entities:

Barnwell Volunteer Fire Department  
Belforest Volunteer Fire Department  
Bon Secour Volunteer Fire Department  
Crossroads Volunteer Fire Department  
Daphne Volunteer Fire Department  
Elberta Volunteer Fire Department  
Elsanor Volunteer Fire Department  
Fairhope Volunteer Fire Department  
Fish River/Marlow Volunteer Fire Department  
Fort Morgan Volunteer Fire Department  
Gateswood Volunteer Fire Department  
Huggers Landing-Oyster Bay Volunteer Fire Department  
Josephine Volunteer Fire Department  
Lillian Volunteer Fire Department  
Little River Volunteer Fire Department  
Lottie Volunteer Fire Department  
Loxley Volunteer Fire Department  
Magnolia Springs Volunteer Fire Department  
Perdido Beach Volunteer Fire Department  
Perdido Volunteer Fire Department  
Pine Grove Volunteer Fire Department

Rabun Volunteer Fire Department  
Robertsdale Volunteer Fire Department  
Rosinton Volunteer Fire Department  
Seminole Volunteer Fire Department  
Silverhill Volunteer Fire Department  
Spanish Fort Fire Rescue Department  
Stapleton Volunteer Fire Department  
Stockton Volunteer Fire Department  
Styx River Volunteer Fire Department  
Summerdale Volunteer Fire Department  
Tensaw Volunteer Fire Department  
White House Fork Volunteer Fire Department  
Daphne Volunteer Search and Rescue  
Lower Alabama Search and Rescue  
North Baldwin Sheriff's Search and Rescue

2) Authorize the Chairman to sign the agreements and any related documents. (The agreements shall be effective and commence immediately upon the same date as full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.)

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** Executed previously on 08/15/2017 - renewal

**Background:** These agreements will replace existing agreements with county volunteer fire departments and search & rescue squads that are set to expire August 2020. (Note that five fire departments are considered either all career or combination departments and are not included with these agreements since they seek reimbursement under their municipalities.) Pursuant to applicable federal requirements, and/or other rule or regulation, the agreements allow for the volunteer fire departments and volunteer rescue squads to qualify for reimbursement under Federal Emergency Management Agency guidelines when applicable and when they are utilized during a disaster. Any prior agreements will be superseded by a new agreement, respectively.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Legal review of the document was conducted by Brad Hicks

**Reviewed/approved by:** Reviewed by Brad Hicks, County Attorney

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** Approval by BCC to replace existing agreements that expire August 2020. Obtain Chairman's signature on the agreements. Retain one (1) copy for files, and mail one (1) copy of agreements to individual volunteer fire and search & rescue departments.

**Individual(s) responsible for follow up:** Administration

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Barnwell Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Barnwell Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

**Barnwell Volunteer Fire Department**  
Attn: Chief Roy Glenn  
Address: 8587 US HWY 98  
Fairhope, AL 36532

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last  
as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**BARNWELL VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN    )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Belforest Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Belforest Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

**Belforest Volunteer Fire Department**  
Attn: Chief Dave Allen  
Address: PO BOX 1915  
Daphne, AL 36526

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**BELFOREST VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Bon Secour Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Bon Secour Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**  
**Bon Secour Volunteer Fire Department**  
Attn: Chief Paul Shoenight  
Address: PO BOX 1  
Bon Secour, AL 36511

**COUNTY:**  
Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**BON SECOUR VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Crossroads Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Crossroads Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**  
**Crossroads Volunteer Fire Department**  
Attn: Chief Chip Mays  
Address: 41961 State Hwy 225  
Bay Minette, AL 36507

**COUNTY:**  
Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**CROSSROADS VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Daphne Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Daphne Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**  
**Daphne Volunteer Fire Department**  
Attn: Chief Kenny Hanak  
Address: PO BOX 400  
Daphne, AL 36526

**COUNTY:**  
Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**DAPHNE VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN    )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Elberta Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Elberta Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**  
**Elberta Volunteer Fire Department**  
Attn: Chief Nick Scheer  
Address: PO BOX 152  
Elberta, AL 36530

**COUNTY:**  
Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last  
as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**ELBERTA VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Elsanor Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Elsanor Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**  
**Elsanor Volunteer Fire Department**  
Attn: Chief Gradie Allen Paul  
Address: 24693 County Rd 87  
Robertsdale, AL 36567

**COUNTY:**  
Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**ELSANOR VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Fairhope Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Fairhope Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**  
**Fairhope Volunteer Fire Department**  
Attn: Chief Chris Ellis  
Address: PO BOX 626  
Fairhope, AL 36532

**COUNTY:**  
Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**FAIRHOPE VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN    )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Fish River / Marlow Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Fish River / Marlow Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**  
**Fish River / Marlow Volunteer Fire Department**  
Attn: Chief Dennis Sadler  
Address: 13355 CR 32  
Summerdale, AL 36580

**COUNTY:**  
Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last  
as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**FISH RIVER / MARLOW VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Fort Morgan Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Fort Morgan Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

**Fort Morgan Volunteer Fire Department**  
Attn: Chief Michael Ludvigsen Jr  
Address: 12105 Hwy 180 West  
Gulf Shores, AL 36542

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**FORT MORGAN VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Gateswood Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Gateswood Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**  
**Gateswood Volunteer Fire Department**  
Attn: Chief Tony Burke  
Address: 33014 CR 112  
Robertsdale, AL 36567

**COUNTY:**  
Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**GATESWOOD VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN    )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Huggers Landing - Oyster Bay Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Huggers Landing - Oyster Bay Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**  
**Huggers Landing - Oyster Bay**  
**Volunteer Fire Department**  
Attn: Chief Ron West  
Address: 5622 County Rd 6  
Gulf Shores, AL 36542

**COUNTY:**  
  
Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**HUGGERS LANDING - OYSTER BAY VOLUNTEER FIRE DEPARTMENT**

Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Josephine Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Josephine Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

**Josephine Volunteer Fire Department**  
Attn: Chief Paul Mueller  
Address: 6824 County Rd 95  
Elberta, AL 36530

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**JOSEPHINE VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Lillian Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Lillian Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**  
**Lillian Volunteer Fire Department**  
Attn: Chief Nick Dewhurst  
Address: 11331 CR 91  
Lillian, AL 36549

**COUNTY:**  
Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**LILLIAN VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN    )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Little River Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Little River Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

**Little River Volunteer Fire Department**  
Attn: Chief Ron Levins  
Address: 71250 State Hwy 59  
Little River, AL 36550

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last  
as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**LITTLE RIVER VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN    )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Lottie Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Lottie Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**  
**Lottie Volunteer Fire Department**  
Attn: Chief Paul Benton  
Address: 5959 Jack Springs Rd  
Atmore, AL 36502

**COUNTY:**  
Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**LOTTIE VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN    )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Loxley Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Loxley Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**  
Loxley Volunteer Fire Department  
Attn: Chief Tony Lovell  
Address: PO BOX 32  
Loxley, AL 36551

**COUNTY:**  
Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**LOXLEY VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Magnolia Springs Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Magnolia Springs Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**  
**Magnolia Springs Volunteer Fire Department**  
Attn: Chief Kaylan Driskell  
Address: PO BOX 51  
Magnolia Springs, AL 36555

**COUNTY:**  
Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**MAGNOLIA SPRINGS VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN    )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Perdido Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Perdido Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

**Perdido Volunteer Fire Department**  
Attn: Chief Webb Bush  
Address: PO BOX 302  
Perdido, AL 36562

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**PERDIDO VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Perdido Beach Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Perdido Beach Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**  
**Perdido Beach Volunteer Fire Department**  
Attn: Chief Ken Wright  
Address: 9918 Hildreth Drive  
Perdido Beach, AL 36530

**COUNTY:**  
Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**PERDIDO BEACH VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN    )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Pine Grove Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Pine Grove Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

**Pine Grove Volunteer Fire Department**  
Attn: Chief Rob Taylor  
Address: 16471 Pine Grove Rd Ext N  
Bay Minette, AL 36507

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**PINE GROVE VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Rabun Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Rabun Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

**Rabun Volunteer Fire Department**  
Attn: Chief Norris Hall  
Address: 54320 Rabun Rd  
Bay Minette, AL 36507

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**RABUN VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN    )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Robertsedale Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Robertsedale Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

**Robertsdale Volunteer Fire Department**  
Attn: Chief Nick Moore  
Address: PO Box 1054  
Robertsdale, AL 36567

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last  
as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**ROBERTSDALE VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Rosinton Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Rosinton Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

**Rosinton Volunteer Fire Department**  
Attn: Chief Dewayne Bowden  
Address: 20300 CR 64  
Robertsdale, AL 36567

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**ROSINTON VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Seminole Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Seminole Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

**Seminole Volunteer Fire Department**  
Attn: Chief Kenneth Ping  
Address: 32268 HWY 90  
Seminole, AL 36574

**COUNTY:**

**Baldwin County Commission**  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**SEMINOLE VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Silverhill Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Silverhill Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

Silverhill Volunteer Fire Department  
Attn: Chief Josh Rice  
Address: PO BOX 309  
Silverhill, AL 36576

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**SILVERHILL VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN    )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Spanish Fort Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Spanish Fort Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

**Spanish Fort Volunteer Fire Department**  
Attn: Chief Roger Few  
Address: 7580 Spanish Fort Blvd  
Spanish Fort, AL 36527

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**SPANISH FORT VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Stapleton Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Stapleton Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

**Stapleton Volunteer Fire Department**  
Attn: Chief Allie T. Pouncey  
Address: PO BOX 366  
Stapleton, AL 36578

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**STAPLETON VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Stockton Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Stockton Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

**Stockton Volunteer Fire Department**  
Attn: Chief Gregory "Marty" Hall  
Address: 54090 Hwy 59  
Stockton, AL 36579

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**STOCKTON VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN    )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Styx River Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Styx River Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

**Styx River Volunteer Fire Department**  
Attn: Chief Courtney Dunbar  
Address: 29680 CR 68 Extension  
Robertsdale, AL 36567

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**STYX RIVER VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Summerdale Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Summerdale Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

Summerdale Volunteer Fire Department  
Attn: Chief Woody Kicklighter  
Address: 502 West Lee St.  
Summerdale, AL 36580

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**SUMMERDALE VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Tensaw Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Tensaw Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**

**Tensaw Volunteer Fire Department**  
Attn: Chief Darren Slaughter  
Address: 64701 State HWY 59  
Stockton, AL 36579

**COUNTY:**

Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**TENSAW VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF ALABAMA     )**

**COUNTY OF BALDWIN   )**

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and White House Fork Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the White House Fork Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:**  
**White House Fork Volunteer Fire Department**  
Attn: Chief Jeffery Johnson  
Address: 11104 White House Fork Rd  
Bay Minette, AL 36507

**COUNTY:**  
Baldwin County Commission  
C/O Chairman  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
  - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
  - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
  - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
  - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
  - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman                      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator                      Date

**VOLUNTEER FIRE DEPARTMENT,  
PROVIDER, VFD**

**WHITE HOUSE FORK VOLUNTEER FIRE DEPARTMENT**                      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Rescue Squad)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and **Daphne Search and Rescue** Volunteer Rescue Squad (hereinafter referred to as either "PROVIDER" or "VRS").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the **Daphne Search and Rescue** Volunteer Rescue Squad (PROVIDER) is a volunteer rescue squad as defined in Code of Alabama (1975), including, but not limited to, §45-2-142.01, which provides rescue services to the citizens in its area, and which, under Code of Alabama (1975), including, but not limited to, §9-3-18 and §45-2-142.01 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VRS has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Rescue Squad.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said

services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:** Daphne Search and Rescue  
1707 6<sup>th</sup> Street  
Daphne, AL 36526

**COUNTY:** Baldwin County Commission  
C/O Chairman of County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



**XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Rescue Squad (PROVIDER) services as defined in Code of Alabama (1975), including, but not limited to, §9-3-18 and §45-2-142.01, which provides rescue services to the citizens in its area.

**XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:

- a.** Subject to the conditions set out herein, the VRS shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VRS has limited resources and such services will be provided as those resources are available.
- b.** The VRS may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a rescue call in the area served by the VRS, or if conditions are unfit and unsafe for personnel. In the event, the Chief of VRS shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
- c.** The Chief of VRS shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
- d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer rescue services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Chief of the VRS or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VRS and that any personnel of the VRS dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VRS and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VRS shall be solely responsible for all equipment and materials utilized by VRS, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VRS. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VRS does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VRS for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VRS shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last  
as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE      ATTEST:  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator      Date

**VOLUNTEER RESCUE SQUAD,  
PROVIDER, VRS**

**Daphne Search and Rescue VRS**      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ Print Name

Its \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Rescue Squad)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and **Lower Alabama Search and Rescue Volunteer Rescue Squad** (hereinafter referred to as either "PROVIDER" or "VRS").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the **Lower Alabama Search and Rescue Volunteer Rescue Squad** (PROVIDER) is a volunteer rescue squad as defined in Code of Alabama (1975), including, but not limited to, §45-2-142.01, which provides rescue services to the citizens in its area, and which, under Code of Alabama (1975), including, but not limited to, §9-3-18 and §45-2-142.01 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VRS has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Rescue Squad.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said

services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:** Lower Alabama Search and Rescue  
P O Box 71  
Lillian, AL 36549

**COUNTY:** Baldwin County Commission  
C/O Chairman of County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



**XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Rescue Squad (PROVIDER) services as defined in Code of Alabama (1975), including, but not limited to, §9-3-18 and §45-2-142.01, which provides rescue services to the citizens in its area.

**XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:

- a. Subject to the conditions set out herein, the VRS shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VRS has limited resources and such services will be provided as those resources are available.
- b. The VRS may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a rescue call in the area served by the VRS, or if conditions are unfit and unsafe for personnel. In the event, the Chief of VRS shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
- c. The Chief of VRS shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
- d. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- e. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- f. PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer rescue services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Chief of the VRS or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VRS and that any personnel of the VRS dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VRS and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VRS shall be solely responsible for all equipment and materials utilized by VRS, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VRS. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VRS does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VRS for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VRS shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last  
as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE      ATTEST:  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator      Date

**VOLUNTEER RESCUE SQUAD,  
PROVIDER, VRS**

**Lower Alabama Search and Rescue VRS**      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ Print Name

Its \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN     )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES  
(Volunteer Rescue Squad)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and **North Baldwin Sheriff's Search and Rescue, Inc** Volunteer Rescue Squad (hereinafter referred to as either "PROVIDER" or "VRS").

**WITNESSETH:**

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the **North Baldwin Sheriff's Search and Rescue, Inc** Volunteer Rescue Squad (PROVIDER) is a volunteer rescue squad as defined in Code of Alabama (1975), including, but not limited to, §45-2-142.01, which provides rescue services to the citizens in its area, and which, under Code of Alabama (1975), including, but not limited to, §9-3-18 and §45-2-142.01 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VRS has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Rescue Squad.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said

services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

**PROVIDER:** North Baldwin Sheriff's Search and Rescue, Inc  
P O Box 295  
Bay Minette, AL 36507

**COUNTY:** Baldwin County Commission  
C/O Chairman of County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507



**XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Rescue Squad (PROVIDER) services as defined in Code of Alabama (1975), including, but not limited to, §9-3-18 and §45-2-142.01, which provides rescue services to the citizens in its area.

**XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:

- a. Subject to the conditions set out herein, the VRS shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VRS has limited resources and such services will be provided as those resources are available.
- b. The VRS may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a rescue call in the area served by the VRS, or if conditions are unfit and unsafe for personnel. In the event, the Chief of VRS shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
- c. The Chief of VRS shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
- d. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- e. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- f. PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer rescue services under similar circumstances at the time the services are performed.

**XVI. General Responsibilities of the County.**

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVII. Coordination.** Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Chief of the VRS or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

**XVIII. Provider Employees Not County.** Both parties agree that the responsibility for personnel lies solely with the VRS and that any personnel of the VRS dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VRS and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

**XIX. Provider Equipment.** Both parties further agree the VRS shall be solely responsible for all equipment and materials utilized by VRS, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VRS. This provision shall in no way limit such reimbursement from any other source.

**XX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

**XXI. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXII. Direct Expenses.** When the VRS does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VRS for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.**     Method of Payment.   In order to receive the reimbursement under any terms of this Agreement, the VRS shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.**     Effective and Termination Dates.   This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.**     Force Majeure.   The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.**     Amendments.   Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.**    Hold Harmless.   PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,  
BALDWIN COUNTY COMMISSION,  
A POLITICAL SUBDIVISION OF THE STATE      ATTEST:  
OF ALABAMA**

\_\_\_\_\_  
BILLIE JO UNDERWOOD, Chairman      Date

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS, County Administrator      Date

**VOLUNTEER RESCUE SQUAD,  
PROVIDER, VRS**

**North Baldwin Sheriff's Search and Rescue, Inc VRS**      Date \_\_\_\_\_

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ Print Name

Its \_\_\_\_\_ (Title)

**NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1446, **Version:** 1

**Item #:** BK2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Zach Hood, EMA Director

**Submitted by:** Scott Wallace, Training and Shelter Coordinator

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### **ITEM TITLE**

Memorandum of Understanding between the Department of Human Resources and Baldwin County Commission - Medical Needs Shelter at Baldwin County Level II Shelter

### **STAFF RECOMMENDATION**

Approve the Memorandum of Understanding between the Department of Human Resources and Baldwin County Commission regarding the use of the Baldwin County Level II Shelter as a "Medical Needs Shelter" during times of emergency or disaster.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** Pursuant to Code of Alabama 1975 §31-9-8, the Governor of the State of Alabama shall, during the existence of the State of Emergency which exists, pursuant to a disaster of declaration or other executive order exercises his/her right, power and authority to operate emergency management facilities, including medical needs shelters, throughout the State of Alabama. As his/her designee, the Department of Human Resources shall provide management for the facilities designated as medical needs shelters operated by the Department of Public Health pursuant to Code of Alabama 1975 §31-9-8(3). All provisions of said section shall apply to the use of the facility.

The Alabama Department of Human Resources (DHR) has requested that the Commission enter into a Memorandum of Understanding (MOU) to allow for the use of Baldwin County Level II Shelter located at 207 North White Ave, Bay Minette, Alabama 36507, to utilize the services and facilities contained therein for a "medical needs shelter" starting on the disaster declaration or other executive order and continuing throughout the duration of the emergency that exists pursuant to the declaration or order.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** No immediate cost. Note: The medical needs shelter is typically collocated with the County Commission general population shelter where the commission pays the utility expenses. If the medical needs shelter is opened without the general population shelter, there will be an increase in utilities.

**Budget line item(s) to be used:** When applicable, emergency funding sources will be used. In the event emergency funding is not applicable, Cost Center 52301 (Level 2 Emergency Shelter) will be used.

**If this is not a budgeted expenditure, does the recommendation create a need for funding?** If Cost Center 52301 is utilized, funding will be required

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
No

**Reviewed/approved by:** Previous county attorney reviewed

**Additional comments:** No

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** No

**If the proof of publication affidavit is not attached, list the reason:** N/A

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration and Scott Wallace

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

1. Obtain Chairman's signature on the original agreement.
2. Retain one copy for file.
3. Send one copy of the signed agreement to EMA.
4. Send original of the signed agreement to:

Ms. Remigia T. Coleman, Director  
Alabama Department of Human Resources  
Post Office Box 2529  
22259 Palmer Street  
Robertsdale, Alabama 36567

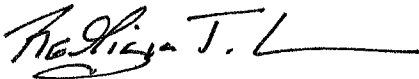
**Additional instructions/notes:** Attached MOU - Alabama DHR 2020.



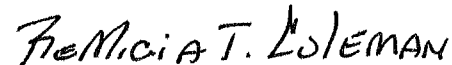
**Memorandum of Understanding  
Between the  
Department of Human Resources and  
Baldwin County Commission**

Pursuant to *Code of Alabama* 1975 § 31-9-8, the Governor of the State of Alabama shall, during the existence of the state of emergency which exists, pursuant to a disaster of declaration or other executive order exercise his right, power and authority to operate emergency management facilities, including medical needs shelters, throughout the State of Alabama. As his designee, the Department of Human Resources shall provide management for the facilities designated as medical needs shelters operated by the Department of Public Health pursuant to *Code of Alabama* 1975 § 31-9-8(3). All provisions of said section shall apply to the use of the facility.

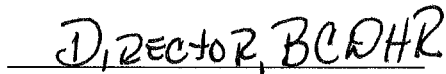
Said facility, **Baldwin Cty Level II Community Shelter** shall provide to the Department of Human Resources for temporary use the property located at **207 North White Ave., Bay Minette, AL 36507** (address) to utilize the services and facilities contained therein for medical needs shelters starting on the disaster declaration or other executive order and continuing throughout the duration of the emergency that exists pursuant to the declaration or order.



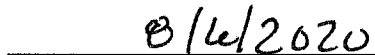
DHR Representative Signature



Print Name



Title



Date

Facility Representative Signature

Print Name

Title

Date



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1481, **Version:** 1

**Item #:** BN1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Tyler Mitchell, P.E., Construction Manager

**Submitted by:** Halley Black, Office Manager

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### **ITEM TITLE**

Case No. S-14013 - Magnolia Shores, Phase One - Road Acceptance

### **STAFF RECOMMENDATION**

Take the following actions regarding Subdivision Case No. S-14013 - Magnolia Shores, Phase One in Maintenance Area 300:

1) Accept the following subdivision roads for maintenance and authorize said roads to be added to the County Maintenance Road List:

<b><u>Road Name</u></b>	<b><u>Length</u></b>	<b><u>Asphalt Width</u></b>
Spearfish Drive	1598.94 ft	20 ft
Latitude Point	309.99 ft	20 ft
Headlands Lane	1140.58 ft	20 ft
Bending Magnolia	155.01 ft	20 ft

2) Approve and authorize the Chairman to execute the Subdivision Roadway and Drainage Improvement Acceptance Agreement and accept the Surety Document from Old Republic Surety Company on behalf of MCN of Pace, Inc. in the amount of \$189,120.80 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final and "As-Built" construction plans.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** On April 9, 2020, the Baldwin County Highway Department approved the Final and "As-Built" construction plans for Magnolia Shores, Phase One (County Case No. S-14013) located in Foley. The required improvements have been inspected and are in accordance with the Subdivision Regulations.

*The Baldwin County Subdivision Regulations, Article §7.42 - Maintenance Surety Document*, requires the following:

*a) Acceptance of Maintenance Surety Document.* The surety document must first be reviewed by the County Engineer and Chief Legal Counsel, and then accepted and approved by the County Commission;

*b) Value of Maintenance Surety Document.* The maintenance surety shall be of an amount equal to or greater than 40 percent of the cost (*Itemized Engineer's Cost Estimate*) of the full construction of the required roadway and drainage improvements within the public rights-of-way, including but not limited to grading, paving of the streets, and installation of stormwater structures. When the County Engineer identifies potential problems, conditions or reasons for further protection of the County and public funds a greater amount may be required by the County Engineer;

*c) Term of Maintenance Surety Document.* A maintenance surety document must state that it is "valid for a period of time" as prescribed in the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*. A twenty-four (24) month warranty period will begin to run upon the occurrence of both of the following (a) the County Commission votes in the affirmative to accept for maintenance the roadway and drainage improvements, within the public rights-of-way; and (b) the maintenance surety document in acceptable form is delivered to the Baldwin County Commission.

Notwithstanding the above requirements, this warranty period shall be automatically extended in the event that an invoice has been sent to the Owner and the time of the subject invoice conflicts with, of the necessary repairs extend beyond, the final date of the twenty-four (24) month warranty period. In such event, said maintenance surety document shall remain in full effect until the Baldwin County Commission releases said surety document following the fulfillment of all obligations to the Baldwin County Commission as required by the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*.

The value and terms of the surety have been reviewed by Highway Department Staff and are consistent with the requirements of the *Baldwin County Subdivision Regulations* (See attached Cost Estimate).

## **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

## **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** Standard agreement used as previously approved by Brad Hicks, County Attorney (approved 01/09/2020) los

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff have Commission Chairman and County Administrator execute Subdivision Roadway Acceptance Agreement and return signed document to Halley Black (Highway Department). Appropriate Highway Department Personnel will be notified to begin maintenance.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Please send correspondence to:

Contact:

Mr. Scott Hutchinson, P.E.  
Goodwyn, Mills, & Cawood, Inc.  
2039 Main Street  
Daphne, Alabama 36526

**Additional instructions/notes:** N/A

## BALDWIN COUNTY COMMISSION

### **SUBDIVISION ROADWAY AND DRAINAGE IMPROVEMENT ACCEPTANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT (hereinafter referred to as "AGREEMENT"), entered into by and between Midland FBO Chris H. Neal #6774802 f/k/a AdvantaIRA, LLC FBO Chris H. Neal IRA (Owner, Developer and Contractor jointly and severally known as the "OWNER"), and the Baldwin County Commission (hereinafter called the "COUNTY COMMISSION") all collectively known as the "PARTIES".

#### WITNESSETH:

WHEREAS the rights-of-way of Magnolia Shores Subdivision Phase 1 (Subdivision Name) located in Baldwin County, Alabama were dedicated to public use by the OWNER on the record plat (Exhibit C) as recorded with the Baldwin County Judge of Probate on Slide No. 2737-D on the 3rd day of August, 2020, included herein by reference as if fully set forth; and

WHEREAS the OWNER further warrants that the roadways and drainage improvements within the following public rights-of-way are complete and are in compliance with all Federal, State and local laws to include minimum standards specified by, without limitation, the Baldwin County Subdivision Regulations, and that they are free from known defects and are free and clear of all liens and encumbrances (see also Exhibit D):

<u>Roadway Name</u>	<u>Centerline Length of Roadway (feet)</u>	<u>Asphalt Width (feet)</u>	<u>Curbing Y/N</u>
<u>Spearfish Drive</u>	<u>1598.94</u>	<u>20</u>	<u>Y</u>
<u>Latitude Point</u>	<u>309.99</u>	<u>20</u>	<u>Y</u>
<u>Headlands Lane</u>	<u>1140.58</u>	<u>20</u>	<u>Y</u>
<u>Bending Magnolia</u>	<u>155.01</u>	<u>20</u>	<u>Y</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

(list all subject roads/rights-of-way separately); and

WHEREAS the OWNER hereby agrees that in consideration of the COUNTY COMMISSION accepting the said roadways and drainage improvements for maintenance, a maintenance surety document (Exhibit B) has been provided to the Baldwin County Commission in an amount determined by the County Engineer and not less than 40% of the "Engineer's Itemized Cost Estimate of Construction" (Exhibit A) of the roadways and drainage improvements within the said rights-of-way; and

NOW THEREFORE, in consideration of the premises and the mutual covenants contained within this AGREEMENT and Contract, the sufficiency of which is hereby acknowledged, the OWNER and the COUNTY COMMISSION do hereby agree as follows:



1. RECITALS. The above recitals and statements are incorporated as part of this AGREEMENT as if fully set forth herein.
2. EXHIBITS AND ATTACHMENTS. Exhibits and/or attachments listed or referenced herein are specifically included as a necessary part of this AGREEMENT and the same shall not be complete without such items, to wit:

Exhibit A. Engineer's Itemized Cost Estimate of Construction (certified by the design engineer of all roadways and drainage improvements within the public rights-of-way);

Exhibit B. Maintenance Surety Document in the form (as approved by the COUNTY COMMISSION) and the amount prescribed by the County Engineer as described herein;

Exhibit C. Copy of the Recorded Subdivision Plat;

Exhibit D. Certification of Improvements.

COUNTY COMMISSION and OWNER jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this AGREEMENT noting their inclusion and attachment hereto.

3. OWNERSHIP. The OWNER hereby warrants that he is the rightful owner of all necessary rights, title, and interest in the property subject to this AGREEMENT and he has full authority to enter and do all things required by this AGREEMENT.
4. MAINTENANCE PERIOD. The subject maintenance period and term of this AGREEMENT begins upon the date in which all PARTIES fully approve and execute the same and shall extend for a period of twenty-four (24) months therefrom (twenty-four (24) month period).
5. COUNTY ENGINEER SOLE AUTHORITY. The County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine, without limitation, the existence and nature of defects and deficiencies within any right-of-way subject hereto; furthermore, the County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine the sufficiency of any conducted repairs and/or improvements required within any rights-of-way subject hereto. The interpretations and determinations of the County Engineer, or his designee, hereunder shall be final.
6. SURETY REQUIREMENTS. The OWNER has filed with the COUNTY COMMISSION a Maintenance Bond, Irrevocable Standby Letter of Credit, or other approved form of surety document (Exhibit B) in the amount of \$ 189,120.80 made payable to the Baldwin County Commission on behalf of \_\_\_\_\_ (name of Principal as shown on surety document). This surety document shall cover the cost of any repair work required by the County Engineer within the subject right(s)-of-way associated to the repair of deficiencies or defects that occur as a result of, without limitation, defective materials and/or faulty workmanship, except for general wear and tear. In any event that said surety document conflicts with this AGREEMENT, then this AGREEMENT shall prevail.

If at any time during the twenty-four (24) month maintenance period, should the improvements, subject to this agreement, be in need of repairs as determined by County Engineer in his sole discretion, the following procedure should be followed:

1. The repairs will be made by the Baldwin County Highway Department or other entity as determined by Baldwin County.

2. The OWNER will be sent an itemized invoice of the said repairs and given the opportunity to immediately reimburse the COUNTY COMMISSION for the cost of said repairs.

3. If the OWNER does not reimburse the COUNTY COMMISSION for said repairs within 30 days from the date of the invoice or before the end of the 24-month maintenance period (whichever comes first), then the PARTIES understand that the COUNTY COMMISSION will be authorized to collect from the Surety.

4. Notwithstanding anything written or implied herein to the contrary, said 24-month period shall be automatically extended in the event that an invoice has been sent to the OWNER and the time of the subject notice conflicts with, or the necessary repairs extend beyond, the final date of the 24-month period. In such event, said surety document shall remain in full effect until the COUNTY COMMISSION or its designee releases the same following the respective repairs.

5. Notwithstanding anything herein written or implied, the COUNTY COMMISSION retains all remedies at law to collect for any costs incurred to correct said repairs, and in the event that the County is unable to collect said costs from the Surety, then the OWNER shall be liable for all invoiced costs.

B. If the County Engineer considers the roadways and drainage improvements in good repair at the end of the twenty-four (24) month maintenance period, then the County Engineer will recommend that the COUNTY COMMISSION release the surety document back to the OWNER.

7. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans, agreements, representations, whatsoever, whether express or implied.
8. SEVERABILITY. In the event that any provision of this AGREEMENT shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.
9. NON-ASSIGNABILITY. The PARTIES hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise dispose of any interest, rights or obligations provided or contained herein in whole or in part at any time.
10. NON-WAIVER. The waiver of any breach of this AGREEMENT by COUNTY COMMISSION shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Contract. The delay or omission by COUNTY COMMISSION to exercise any right or power provided by this AGREEMENT shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of OWNER. Any breach on the part of OWNER shall be construed a continuing breach, and COUNTY COMMISSION may exercise every right and power under the AGREEMENT at any time during the action or inaction or upon the occurrence of any subsequent breach.



11. TERM AND BINDING EFFECT. This AGREEMENT and Contract will, upon COUNTY COMMISSION approval:

A. continue in effect for a twenty-four (24) month period unless amended, altered, or otherwise changed in writing by all PARTIES hereto, and;

B. be binding upon and shall inure to the benefit of the COUNTY COMMISSION and the OWNER.

12. HOLD HARMLESS. The OWNER shall indemnify, defend and hold COUNTY COMMISSION and its affiliates, employees, agents, and representatives (collectively "COUNTY COMMISSION") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY COMMISSION, as a result of or in the construction and design of the subject roadways and drainage improvements and in relation in any manner related to the acts, negligence or omissions of the OWNER in relation to the maintenance or the care of the subject rights- of-way prior to the execution of this AGREEMENT. This indemnification shall survive the expiration of this AGREEMENT.

13. NO AGENCY CREATED. It is neither the express nor the implied intent of the OWNER or the COUNTY COMMISSION to create an agency relationship pursuant to this AGREEMENT; therefore, the OWNER does not in any manner act on behalf of the COUNTY COMMISSION and the creation of such a relationship is prohibited and void.

14. WARRANTIES AND REPRESENTATIONS. The execution and delivery of this AGREEMENT have been duly authorized by all necessary actions of COUNTY COMMISSION and OWNER.

This AGREEMENT has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and is enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of the various parts to this AGREEMENT shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the PARTIES hereto.

15. GOVERNING LAW. This AGREEMENT shall be deemed to have been made in the State of Alabama. The validity of the same, its construction, interpretation, enforcement and the rights of the PARTIES hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising there under.

16. NOTICE. Any notices to be given under this AGREEMENT by either PARTY, to the other, shall only be effectuated either by personal delivery in writing or by registered or certified mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt. This provision, however, shall not invalidate the date identified on any notice of required repairs issued by County Engineer, and in such case, the date of said notice shall govern.

Any notices given hereunder shall be delivered, as specified above, only to the following address of the PARTIES:



OWNER and DEVELOPER: Midland FBO Chris H. Neal #6774802 f/k/a AdvantaIRA,  
LLC FBO Chris H. Neal IRA  
Address: 1520 Royal Palm Square Boulevard #320  
Fort Myers, FL 33919  
Attn: Chris H. Neal

Telephone Number: \_\_\_\_\_

CONTRACTOR: MCN of Pace, Inc.  
Address: 5577 Chumuckla Highway  
Pace, FL 32571  
Attn: Michael C. Neal, President

Telephone Number: \_\_\_\_\_

COUNTY COMMISSION: Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

It is the responsibility of each PARTY to promptly notify the other PARTY of any change in the above contact information.

**IN WITNESS WHEREOF**, the PARTIES, having full authority to do so, have fully executed this AGREEMENT as of the last date of execution below.

**THIS DOCUMENT IS LEGALLY BINDING, AND LEGAL ADVICE SHOULD BE OBTAINED BEFORE SIGNING.**

(SIGNATURE AND NOTARY PAGES TO FOLLOW)

Midland FBO Chris H Neal #6774802 FICA AdventaIRA, LLC  
Owner Company Name FBO Chris H Neal IRA

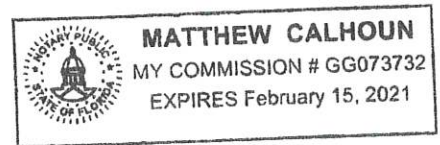
Sam Garces / IRA Administrator  
OWNER-(print) / Title  
[Signature] / 5/29/2020  
OWNER (signature) / Date

STATE OF ALABAMA FL  
COUNTY OF BALDWIN LCC

I, Matthew Calhoun, Notary Public in and for said County, in said State,  
hereby certify that Sara Garces (individual's name), whose name as  
IRA Administrator, is  
signed to the foregoing instrument, and who is known to me, acknowledged before me on this  
day that, being informed of the content of the instrument, and as such officer and with full  
authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 29 day of May, 2020.

NOTARY PUBLIC



Midland FBO Chris H Neal #6774802 FICA AdventaIRA  
Developer Company Name LLC FBO Chris H Neal IRA

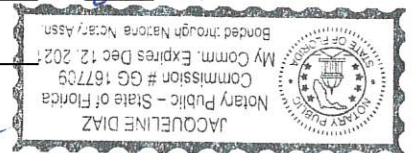
Sam Garces / IRA Administrator  
DEVELOPER-(print) / Title  
[Signature] / 6/10/2020  
DEVELOPER (signature) / Date

STATE OF ALABAMA FL  
COUNTY OF BALDWIN LCC

I, Jacqueline Diaz, Notary Public in and for said County, in said State,  
hereby certify that Sara Garces (individual's name), whose name as  
IRA Administrator, is  
signed to the foregoing instrument, and who is known to me, acknowledged before me on this  
day that, being informed of the content of the instrument, and as such officer and with full  
authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 10<sup>th</sup> day of June, 2020.

NOTARY PUBLIC



MCN of Pace Inc.  
Contractor Company Name

Michael C. Neal / PRES  
CONTRACTOR-(print) / Title

Michael C. Neal / 6/1/00  
CONTRACTOR (signature) / Date

STATE OF ~~ALABAMA~~ FLORIDA  
COUNTY OF ~~BALDWIN~~ SANTA ROSA

I, Angela M. Schnelle, Notary Public in and for said County, in said State,  
hereby certify that Michael Neal (individual's name), whose name as  
\_\_\_\_\_, is  
signed to the foregoing instrument, and who is known to me, acknowledged before me on this  
day that, being informed of the content of the instrument, and as such officer and with full  
authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 1ST day of June, 2020.

Angela Marie Schnelle  
NOTARY PUBLIC



Baldwin County Commission

\_\_\_\_\_  
Baldwin County Commission Chairman / Date

ATTEST:

\_\_\_\_\_  
County Administrator / Date



**Goodwyn Mills Cawood**

July 30, 2020

2039 Main Street  
P.O. Box 1127  
Daphne, AL 36526

T (251) 626-2626  
F (251) 626-6934

[www.gmcnetwork.com](http://www.gmcnetwork.com)

Ms. Alfreda Jeffords, Permit/Subdivision Manager  
Baldwin County Highway Department  
PO Box 220  
Silverhill, AL 36576

RE: Magnolia Shores Phase 1

Dear Ms. Jeffords:

Attached is the Engineer's Itemized Cost Estimate for Magnolia Shores Phase 1. The estimate is for the roadway and drainage within the rights-of-way for said project. We hereby certify that the estimate is accurate to the best of our knowledge. The estimate total is \$472,802.00.

Sincerely,

Goodwyn, Mills & Cawood, Inc.

A handwritten signature in black ink, reading "Scott A. Hutchinson", is written over the company name.

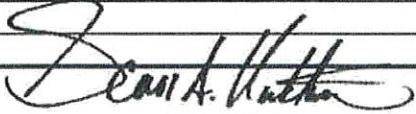
Scott A. Hutchinson, P.E.  
Vice-President



**GOODWYN, MILLS & CAWOOD**  
**ENGINEERS ♦ SURVEYORS ♦ LAND PLANNERS**

**MAGNOLIA SHORES PHASE 1**  
**SOV BALDWIN COUNTY**  
**CMOB190021**  
**January 2020**

	Quantity	Unit	Price	Total
S-WING INLETS	11	EA	\$ 3,500.00	\$ 38,500.00
HEADWALLS	4	EA	\$ 750.00	\$ 3,000.00
JUNCTION BOX	2	EA	\$ 3,000.00	\$ 6,000.00
18" STORM SEWER PIPE	128	LF	\$ 30.00	\$ 3,840.00
24" STORM SEWER PIPE	96	LF	\$ 35.00	\$ 3,360.00
30" STORM SEWER PIPE	1,544	LF	\$ 45.00	\$ 69,480.00
36" STORM SEWER PIPE	978	LF	\$ 55.00	\$ 53,790.00
42" STORM SEWER PIPE	455	LF	\$ 60.00	\$ 27,300.00
54" STORM SEWER PIPE	1,099	LF	\$ 70.00	\$ 76,930.00
OUTFALL CONTROL STRUCTURE	1	EA	\$ 4,500.00	\$ 4,500.00
VALLEY GUTTER	5,238	LF	\$ 13.00	\$ 68,094.00
BITUMINOUS WEARING SURFACE	528	TONS	\$ 90.00	\$ 47,520.00
BITUMINOUS BINDING SURFACE	528	TONS	\$ 85.00	\$ 44,880.00
GRANULAR SOIL BASE UPPER	6,402	SY	\$ 2.00	\$ 12,804.00
GRANULAR SOIL BASE LOWER	6,402	SY	\$ 2.00	\$ 12,804.00
<b>GRAND TOTAL</b>				<b>\$ 472,802.00</b>
<b>MAINTENANCE BOND AMOUNT</b>				<b>\$ 189,120.80</b>

  
\_\_\_\_\_  
Scott A. Hutchinson, P.E.  
Project Manager

## MAINTENANCE BOND

BOND NUMBER -                     

KNOWN ALL MEN BY THESE PRESENTS, That we: MCN of Pace, Inc.  
                    , (Contractor or Owner) as Principal, and Old Republic Surety Company  
                    , (Surety) a corporate of the State of Wisconsin, as surety, are held  
 and firmly bound unto: **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA**  
 in the sum of One hundred eighty-nine thousand, one hundred twenty and 80/100 (\$189,120.80), lawful  
 money of the United States of America, to be paid to the said: **BALDWIN COUNTY**  
**COMMISSION, BALDWIN County, Alabama** its certain attorney or assigns, to which payment  
 well and truly to be made we do bind ourselves, our heirs, executors, administrators, successors  
 and assigns, and everyone of them, jointly and severally, firmly be these presents.

IN TESTIMONY WHEREOF, The said Principal has hereunto set his hand and seal, and said  
 Surety has caused its corporate seal to be hereunto affixed, duly attested by its Attorney-in-Fact  
 this 1st day of September, 2020.

WHEREAS, The said Principal did enter into a contract entitled Subdivision Roadway Drainage  
 Improvement Acceptance Agreement (the "Agreement") with the said **BALDWIN COUNTY**  
**COMMISSION, BALDWIN COUNTY, ALABAMA** for S-14013 - Magnolia Shores Phase 1, SOV Baldwin County  
CMOB190021 (Name of Development) and in said Agreement is required to maintain  
 the said work in good condition for a period of two years from the date the Baldwin County  
 Commission votes in the affirmative to accept for maintenance the roadway and drainage  
 improvements made the subject of the Agreement.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall well and  
 truly, at the request of the said Obligee, or its proper representative or representatives, maintain  
 the said work in good condition. The term of the bond extends 24 months beyond the full  
 execution of the Agreement including any necessary extensions during repair periods.

Attest:

*Angela Doll*

Contractor or Owner: MCN of Pace, IncBy: *Michael C. Hill*  
*PRCS*Surety: Old Republic Surety CompanyBy: *Ray Bill*  
*Attorney-in-Fact*

COUNTERSIGNED:







# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAX GILL, OF PENSACOLA, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED  
ONE MILLION DOLLARS(\$1,000,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

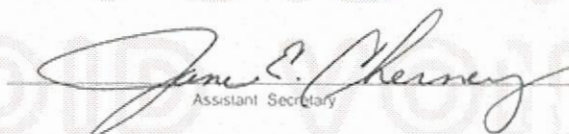
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

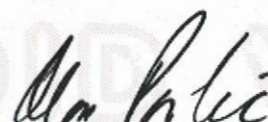
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16TH day of NOVEMBER, 2018.

OLD REPUBLIC SURETY COMPANY

  
Assistant Secretary

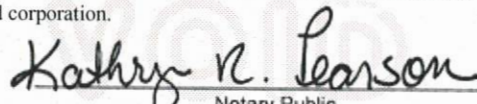


  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 16TH day of NOVEMBER, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public  
My commission expires: 9/28/2022

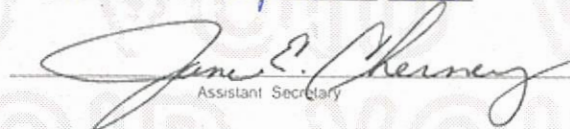
### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3032



Signed and sealed at the City of Brookfield, WI this 1st day of September, 2020.

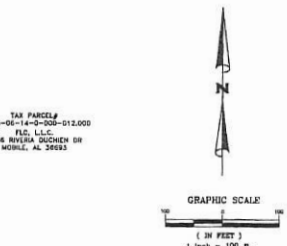
  
Assistant Secretary

DAX GILL INSURANCE AGENCY, LLC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



## Exhibit C



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD	DISTANCE
C129	38.03	25.00	88°27'35"	40.904271	55.58
C130	38.03	25.00	88°27'35"	40.904271	55.58
C131	58.87	25.00	124°10'27"	52.227496	72.00
C132	108.24	250.00	40°16'38"	107.174751	135.81
C133	7.65	250.00	1°10'11"	7.648228	7.65
C134	82.07	250.00	17°20'31"	79.962347	80.75
C135	32.15	250.00	7°22'05"	31.887517	32.15
C136	-43.60	50.00	71°32'31"	58.922321	40.88
C137	-13.73	50.00	14°14'35"	13.688791	13.73
C138	52.85	50.00	62°28'50"	48.822705	55.45
C139	40.55	50.00	46°27'28"	43.844261	50.50
C140	40.56	50.00	55°20'18"	41.871754	46.49
C141	40.56	50.00	64°12'52"	40.000000	46.49
C142	40.56	250.00	1°10'11"	40.523676	40.56
C143	74.52	250.00	17°24'34"	70.880737	74.52
C144	285.88	225.00	72°31'16"	83.719676	273.09
C145	351.23	225.00	89°28'48"	49.973807	338.08
C146	734.77	200.00	21°02'52"	719.937610	734.68
C147	20.67	25.00	88°27'35"	40.903797	55.57
C148	38.03	25.00	88°27'35"	40.903797	55.57
C149	47.13	250.00	1°10'11"	46.841472	47.08
C150	29.52	250.00	1°10'11"	29.517071	29.50
C151	29.52	250.00	1°10'11"	29.517071	29.50
C152	29.52	250.00	1°10'11"	29.517071	29.50

TEL (251) 626-2626  
FAX (251) 626-6934  
daphne@hmrengineers.com



SCALE	DATE	DRAWN BY	CHECKED BY	SHEET
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AC	1"=100'	JUNE 2020	RLT	SLS	1 OF
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# MAGNOLIA SHORES PHASE 1

## CERTIFICATION OF OWNERSHIP AND DEDICATION

STATE OF ALABAMA  
COUNTY OF BALDWIN

THIS IS TO CERTIFY THAT I (WE), THE UNDERSIGNED AN (ARE) THE OWNER(S) OF THE LAND SHOWN AND DESCRIBED IN THE PLAT AND THAT I (WE) HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE COLOR AND TITLE HEREIN INDICATED AND GRANT ALL EASEMENTS AND UTILITIES ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED, TOGETHER WITH SUCH RESTRICTIONS AND COVENANTS NOTED BELOW OR ATTACHED IN A SEPARATE LEGAL DOCUMENT.

DATED THIS 28<sup>th</sup> DAY OF July 2020

*[Signature]*  
ADVANTAIRA, LLC FBO CHRIS H. NEAL, IRA  
4234 HIGHLAND BOULEVARD  
PACIFIC, FLORIDA 32371

## ACKNOWLEDGEMENT OF NOTARY PUBLIC (OWNER)

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Chris H. Neal, IRA, a Notary Public in and for the County of Baldwin, in the State of Alabama, do hereby certify that ADVANTAIRA, LLC FBO CHRIS H. NEAL, IRA, whose name is shown to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily for and as the act of said person or corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 28<sup>th</sup> DAY OF July 2020

NOTARY PUBLIC

*[Signature]*  
Isabelina Roberts



## CERTIFICATE OF APPROVAL BY THE BALDWIN COUNTY PLANNING AND ZONING COMMISSION

THE UNDERSIGNED, AS Chairman OF BALDWIN COUNTY PLANNING AND ZONING COMMISSION, HEREBY CERTIFIED THAT, AT ITS MEETING OF February 14, 2016, THE BALDWIN COUNTY PLANNING AND ZONING COMMISSION APPROVED THE WITHIN PLAT FOR THE RECORDING OF THE SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS DAY OF July, 2020.  
BY: Viggo Davis Jr  
ITS: Chairman

## CERTIFICATE OF THE BALDWIN COUNTY PLANNING DIRECTOR

THE UNDERSIGNED, AS DIRECTOR OF THE BALDWIN COUNTY PLANNING AND ZONING DEPARTMENT, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS DAY OF July, 2020.

*[Signature]*  
PLANNING DIRECTOR

## CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER

THE UNDERSIGNED, AS THE ENGINEER OF BALDWIN COUNTY, ALABAMA, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS DAY OF July, 2020.

*[Signature]*  
COUNTY ENGINEER

## CERTIFICATE OF APPROVAL BY BALDWIN COUNTY E-911 ADDRESSING

THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN COUNTY, ALABAMA HEREBY APPROVES THE WITHIN PLAT FOR RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

DATED THIS 10<sup>th</sup> DAY OF July 2020

*[Signature]*  
Samantha Roberts  
(AUTHORIZED SIGNATURE)

## CERTIFICATE OF APPROVAL BY RIVERA UTILITIES (WATER)

THE UNDERSIGNED, AS AUTHORIZED BY RIVERA UTILITIES, HEREBY APPROVES THE WITHIN PLAT FOR RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, DATED THIS 28<sup>th</sup> DAY OF July 2020.

*[Signature]*  
(AUTHORIZED SIGNATURE)

## CERTIFICATE OF APPROVAL BY BALDWIN COUNTY SEWER SERVICE

THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN COUNTY SEWER SERVICES, HEREBY APPROVES THE WITHIN PLAT FOR RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, DATED THIS 28<sup>th</sup> DAY OF July 2020.

*[Signature]*  
(AUTHORIZED SIGNATURE)

## CERTIFICATE OF APPROVAL BY BALDWIN EMC

THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN EMC, HEREBY APPROVES THE WITHIN PLAT FOR RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, DATED THIS 28<sup>th</sup> DAY OF July 2020.

*[Signature]*  
(AUTHORIZED SIGNATURE)

## CERTIFICATE OF APPROVAL BY CENTURYLINK

THE UNDERSIGNED, AS AUTHORIZED BY CENTURYLINK HEREBY APPROVES THE WITHIN PLAT FOR RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, DATED THIS 23<sup>rd</sup> DAY OF June 2020.

*[Signature]*  
(AUTHORIZED SIGNATURE)

BALDWIN COUNTY, ALABAMA  
COUNTY ENGINEER  
JAMES H. NEAL, III  
1000  
1000  
1000  
SLIDE 0002737-E



## HUTCHINSON, MOORE & RAUCH, LLC

2039 MAIN STREET  
DAPHNE, ALABAMA  
36526

ENGINEERS • SURVEYORS  
LAND PLANNERS

TEL (251) 626-2626  
FAX (251) 626-6934  
daphne@hmengineers.com



## MAGNOLIA SHORES - PHASE 1 FINAL PLAT

ADVANTAIRA, LLC FBO CHRIS H. NEAL IRA

SCALE: 1"=100' DATE: JUNE 2020 DRAWN BY: RLT CHECKED BY: SLS SHEET: 2 OF 2

**CERTIFICATION OF IMPROVEMENTS FOR SUBDIVISIONS**

Chairman  
Baldwin County Planning & Zoning Commission  
Post Office Box 220  
Silverhill, Al. 36576

In accordance with the requirements of Section 8.2 of the *Baldwin County Subdivision Regulations*, I hereby certify to the following with respect to

Magnolia Shores Phase 1

Subdivision:

(Name of subdivision)

- 1) all required improvements are complete;
- 2) all improvements are in compliance with the minimum standards specified by the Baldwin County Planning & Zoning Commission and the Baldwin county Commission for their construction;
- 3) I know of no defects from any cause in these improvements, and;
- 4) all improvements are free and clear of any encumbrance or lien.

Scott Hutchinson

Project Engineer Name



Project Engineer Signature

21830

Registration Number

4/20/20

Date

Advantaira LLC FBO Chris H Neal, IRA

Subdivider Name



Subdivider Signature

4/21/2020

Date



**BALDWIN COUNTY**  
HIGHWAY DEPARTMENT  
P.O. Box 220  
SILVERHILL, ALABAMA 36576  
TELEPHONE: (251) 937-0371  
FAX (251) 937-0201

*JOEY NUNNALLY, P.E.*  
*COUNTY ENGINEER*

August 18, 2020

Joey Nunnally, P.E.  
County Engineer

**Subject: (S-19037) Tensaw Estates – Final Plat**

Dear Mr. Nunnally:

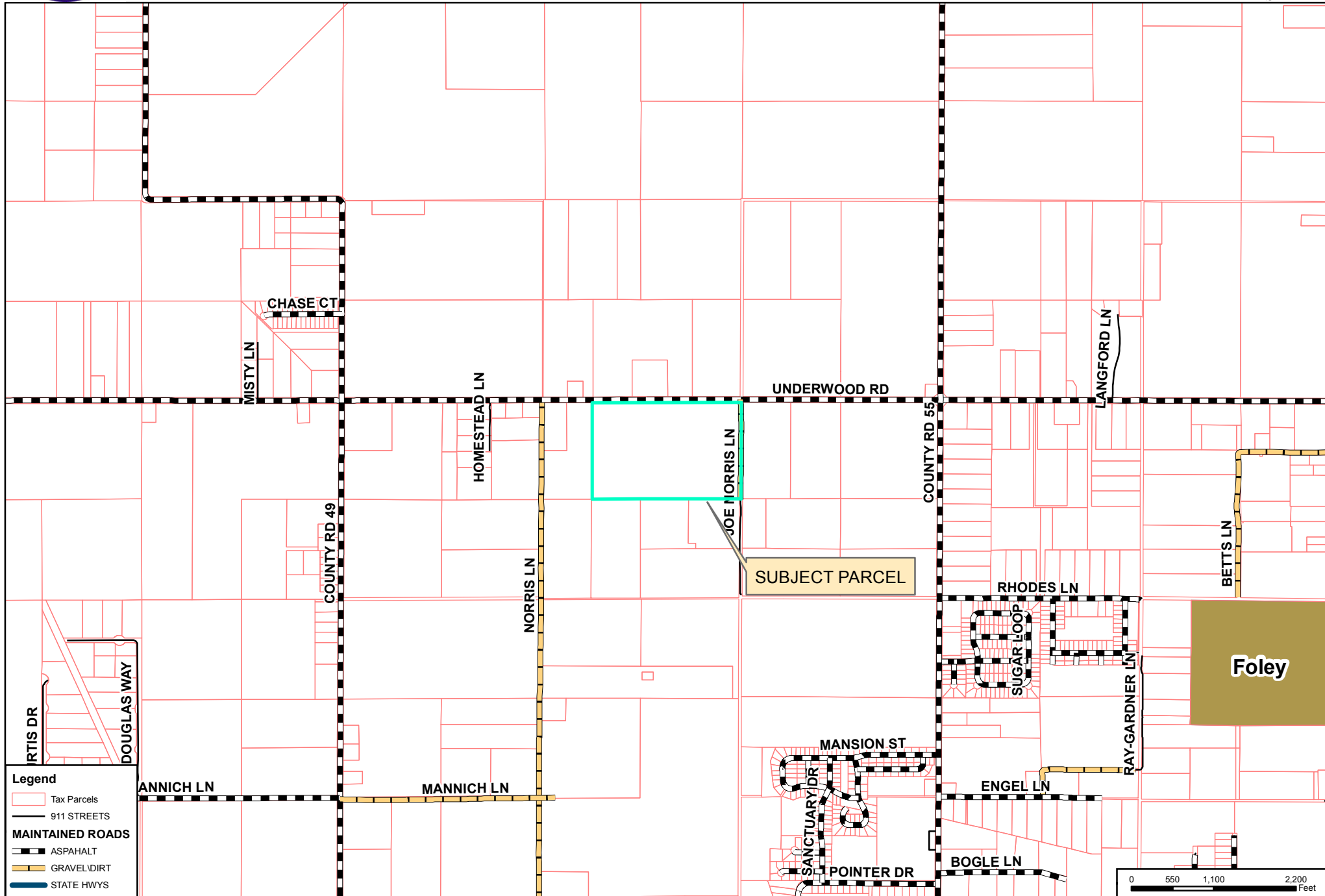
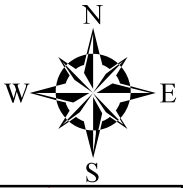
The Final Plat of the above referenced development has been reviewed for compliance with the *Baldwin County Subdivision Regulations*. The development meets all requirements of the Baldwin County Subdivision Regulations.

Mary Booth  
Subdivision Coordinator

Cc: file



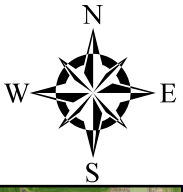
# S-14013 - MAGNOLIA SHORES, PHASE 1& 2 DEVELOPMENT PERMIT REQUEST - VICINITY MAP







# S-14013 - MAGNOLIA SHORES, PHASE 1& 2 DEVELOPMENT PERMIT REQUEST - SITE MAP







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1484, **Version:** 1

**Item #:** BN2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Tyler Mitchell, P.E., Construction Manager

**Submitted by:** Halley Black, Office Manager

---

### ITEM TITLE

Case No. S-19037 - Tensaw Estates - Road Acceptance

### STAFF RECOMMENDATION

Take the following actions regarding Subdivision Case No. S-19037 - Tensaw Estates in Maintenance Area 100:

1) Accept the following subdivision road for maintenance and authorize said road to be added to the County Maintenance Road List:

<u>Road Name</u>	<u>Length</u>	<u>Asphalt Width</u>
Anglers Trail	2755 ft	18 ft

2) Approve and authorize the Chairman to execute the Subdivision Roadway and Drainage Improvement Acceptance Agreement and accept the Surety Document from Cincinnati Insurance Company on behalf of Southern Land Development, LLC in the amount of \$83,666.53 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final and "As-Built" construction plans.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** On July 10, 2020, the Baldwin County Highway Department approved the Final and "As-Built" construction plans for Tensaw Estates (County Case No. S-19037) located in Bay Minette. The required improvements have been inspected and are in accordance with the Subdivision Regulations.

*The Baldwin County Subdivision Regulations, Article §7.42 - Maintenance Surety Document, requires the following:*

a) *Acceptance of Maintenance Surety Document.* The surety document must first be reviewed by the County Engineer and Chief Legal Counsel, and then accepted and approved by the County Commission;

b) *Value of Maintenance Surety Document.* The maintenance surety shall be of an amount equal to or greater than 40 percent of the cost (*Itemized Engineer's Cost Estimate*) of the full construction of the required roadway and drainage improvements within the public rights-of-way, including but not limited to grading, paving of the streets, and installation of stormwater structures. When the County Engineer identifies potential problems, conditions or reasons for further protection of the County and public funds a greater amount may be required by the County Engineer;

c) *Term of Maintenance Surety Document.* A maintenance surety document must state that it is "valid for a period of time" as prescribed in the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*. A twenty-four (24) month warranty period will begin to run upon the occurrence of both of the following (a) the County Commission votes in the affirmative to accept for maintenance the roadway and drainage improvements, within the public rights-of-way; and (b) the maintenance surety document in acceptable form is delivered to the Baldwin County Commission.

Notwithstanding the above requirements, this warranty period shall be automatically extended in the event that an invoice has been sent to the Owner and the time of the subject invoice conflicts with, of the necessary repairs extend beyond, the final date of the twenty-four (24) month warranty period. In such event, said maintenance surety document shall remain in full effect until the Baldwin County Commission releases said surety document following the fulfillment of all obligations to the Baldwin County Commission as required by the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*.

The value and terms of the surety have been reviewed by Highway Department Staff and are consistent with the requirements of the *Baldwin County Subdivision Regulations* (See attached Cost Estimate).

## **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

## **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** Standard agreement used as previously approved by Brad Hicks, County Attorney (approved 01/09/2020) los

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff have Commission Chairman and County Administrator execute Subdivision Roadway Acceptance Agreement and return signed document to Halley Black (Highway Department). Appropriate Highway Department Personnel will be notified to begin maintenance.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Please send correspondence to:

Contact:

Mr. Vince LaCoste, P.E.  
Bethel Engineering  
3217 Executive Park Circle  
Mobile, Alabama 36606

**Additional instructions/notes:** N/A



## SUBDIVISION ROADWAY AND DRAINAGE IMPROVEMENT ACCEPTANCE AGREEMENT

WITNESSETH:

1. RECITALS. The above recitals and statements are incorporated as part of this AGREEMENT as if fully set forth herein.
2. EXHIBITS AND ATTACHMENTS. Exhibits and/or attachments listed or referenced herein are specifically included as a necessary part of this AGREEMENT and the same shall not be complete without such items, to wit:

Exhibit A. Engineer's Itemized Cost Estimate of Construction (certified by the design engineer of all roadways and drainage improvements within the public rights-of-way);

Exhibit B. Maintenance Surety Document in the form (as approved by the COUNTY COMMISSION) and the amount prescribed by the County Engineer as described herein;

Exhibit C. Copy of the Recorded Subdivision Plat;

Exhibit D. Certification of Improvements.

COUNTY COMMISSION and OWNER jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this AGREEMENT noting their inclusion and attachment hereto.

3. OWNERSHIP. The OWNER hereby warrants that he is the rightful owner of all necessary rights, title, and interest in the property subject to this AGREEMENT and he has full authority to enter and do all things required by this AGREEMENT.
4. MAINTENANCE PERIOD. The subject maintenance period and term of this AGREEMENT begins upon the date in which all PARTIES fully approve and execute the same and shall extend for a period of twenty-four (24) months therefrom (twenty-four (24) month period).
5. COUNTY ENGINEER SOLE AUTHORITY. The County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine, without limitation, the existence and nature of defects and deficiencies within any right-of-way subject hereto; furthermore, the County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine the sufficiency of any conducted repairs and/or improvements required within any rights-of-way subject hereto. The interpretations and determinations of the County Engineer, or his designee, hereunder shall be final.
6. SURETY REQUIREMENTS. The OWNER has filed with the COUNTY COMMISSION a Maintenance Bond, Irrevocable Standby Letter of Credit, or other approved form of surety document (Exhibit B) in the amount of \$ 83,666.53 made payable to the Baldwin County Commission on behalf of Southern Land Development, LLC (name of Principal as shown on surety document). This surety document shall cover the cost of any repair work required by the County Engineer within the subject right(s)-of-way associated to the repair of deficiencies or defects that occur as a result of, without limitation, defective materials and/or faulty workmanship, except for general wear and tear. In any event that said surety document conflicts with this AGREEMENT, then this AGREEMENT shall prevail.

If at any time during the twenty-four (24) month maintenance period, should the improvements, subject to this agreement, be in need of repairs as determined by County Engineer in his sole discretion, the following procedure should be followed:



1. The repairs will be made by the Baldwin County Highway Department or other entity as determined by Baldwin County.

2. The OWNER will be sent an itemized invoice of the said repairs and given the opportunity to immediately reimburse the COUNTY COMMISSION for the cost of said repairs.

3. If the OWNER does not reimburse the COUNTY COMMISSION for said repairs within 30 days from the date of the invoice or before the end of the 24-month maintenance period (whichever comes first), then the PARTIES understand that the COUNTY COMMISSION will be authorized to collect from the Surety.

4. Notwithstanding anything written or implied herein to the contrary, said 24-month period shall be automatically extended in the event that an invoice has been sent to the OWNER and the time of the subject notice conflicts with, or the necessary repairs extend beyond, the final date of the 24-month period. In such event, said surety document shall remain in full effect until the COUNTY COMMISSION or its designee releases the same following the respective repairs.

5. Notwithstanding anything herein written or implied, the COUNTY COMMISSION retains all remedies at law to collect for any costs incurred to correct said repairs, and in the event that the County is unable to collect said costs from the Surety, then the OWNER shall be liable for all invoiced costs.

B. If the County Engineer considers the roadways and drainage improvements in good repair at the end of the twenty-four (24) month maintenance period, then the County Engineer will recommend that the COUNTY COMMISSION release the surety document back to the OWNER.

7. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans, agreements, representations, whatsoever, whether express or implied.
8. SEVERABILITY. In the event that any provision of this AGREEMENT shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.
9. NON-ASSIGNABILITY. The PARTIES hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise dispose of any interest, rights or obligations provided or contained herein in whole or in part at any time.
10. NON-WAIVER. The waiver of any breach of this AGREEMENT by COUNTY COMMISSION shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Contract. The delay or omission by COUNTY COMMISSION to exercise any right or power provided by this AGREEMENT shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of OWNER. Any breach on the part of OWNER shall be construed a continuing breach, and COUNTY COMMISSION may exercise every right and power under the AGREEMENT at any time during the action or inaction or upon the occurrence of any subsequent breach.

11. TERM AND BINDING EFFECT. This AGREEMENT and Contract will, upon COUNTY COMMISSION approval:

A. continue in effect for a twenty-four (24) month period unless amended, altered, or otherwise changed in writing by all PARTIES hereto, and;

B. be binding upon and shall inure to the benefit of the COUNTY COMMISSION and the OWNER.

12. HOLD HARMLESS. The OWNER shall indemnify, defend and hold COUNTY COMMISSION and its affiliates, employees, agents, and representatives (collectively "COUNTY COMMISSION") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY COMMISSION, as a result of or in the construction and design of the subject roadways and drainage improvements and in relation in any manner related to the acts, negligence or omissions of the OWNER in relation to the maintenance or the care of the subject rights-of-way prior to the execution of this AGREEMENT. This indemnification shall survive the expiration of this AGREEMENT.

13. NO AGENCY CREATED. It is neither the express nor the implied intent of the OWNER or the COUNTY COMMISSION to create an agency relationship pursuant to this AGREEMENT; therefore, the OWNER does not in any manner act on behalf of the COUNTY COMMISSION and the creation of such a relationship is prohibited and void.

14. WARRANTIES AND REPRESENTATIONS. The execution and delivery of this AGREEMENT have been duly authorized by all necessary actions of COUNTY COMMISSION and OWNER.

This AGREEMENT has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and is enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of the various parts to this AGREEMENT shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the PARTIES hereto.

15. GOVERNING LAW. This AGREEMENT shall be deemed to have been made in the State of Alabama. The validity of the same, its construction, interpretation, enforcement and the rights of the PARTIES hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising there under.

16. NOTICE. Any notices to be given under this AGREEMENT by either PARTY, to the other, shall only be effectuated either by personal delivery in writing or by registered or certified mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt. This provision, however, shall not invalidate the date identified on any notice of required repairs issued by County Engineer, and in such case, the date of said notice shall govern.

Any notices given hereunder shall be delivered, as specified above, only to the following address of the PARTIES:



OWNER: Parnell Development LLC  
Address: 7152a Cloverleaf Landing Rd.  
Bay Minnette, AL 36507  
Telephone Number: 251-454-2578

DEVELOPER: Parnell Development LLC  
Address: 7152a Cloverleaf Landing Rd.  
Bay Minnette, AL 36507  
Telephone Number: 251-454-2578

CONTRACTOR: Southern Land Development  
Address: 10351 Tanner Williams Rd  
Mobile, AL 36608  
Telephone Number: (251) 649-6366

COUNTY COMMISSION: Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

It is the responsibility of each PARTY to promptly notify the other PARTY of any change in the above contact information.

**IN WITNESS WHEREOF**, the PARTIES, having full authority to do so, have fully executed this AGREEMENT as of the last date of execution below.

**THIS DOCUMENT IS LEGALLY BINDING, AND LEGAL ADVICE SHOULD BE OBTAINED BEFORE SIGNING.**

(SIGNATURE AND NOTARY PAGES TO FOLLOW)

Parnell Development LLC  
Owner Company Name

LES PARNEU  
OWNER (print)

MANAGING PARTNER  
/ Title

[Signature]  
OWNER (signature)

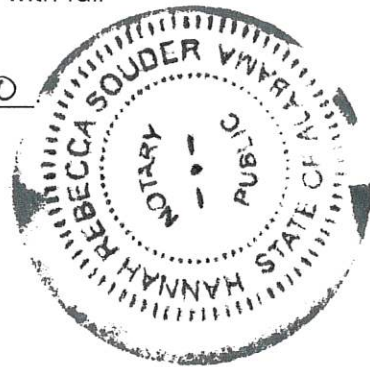
JULY 08, 2020  
/Date

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Hannah West, Notary Public in and for said County, in said State, hereby certify that Les Parnell (individual's name), whose name as Parnell Development, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 8 day of July, 2020

[Signature]  
NOTARY PUBLIC



Parnell Development LLC  
Developer Company Name

LES PARNEU  
DEVELOPER (print)

MANAGING PARTNER  
/ Title

[Signature]  
DEVELOPER (signature)

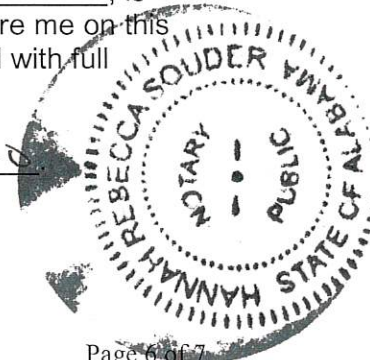
JULY 08, 2020  
/Date

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Hannah West, Notary Public in and for said County, in said State, hereby certify that Les Parnell (individual's name), whose name as Parnell Development, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 8 day of July, 2020

[Signature]  
NOTARY PUBLIC



Southern Land Development LLC

**Contractor Company Name**

J.T. Skelton / owner  
CONTRACTOR-(print) / Title

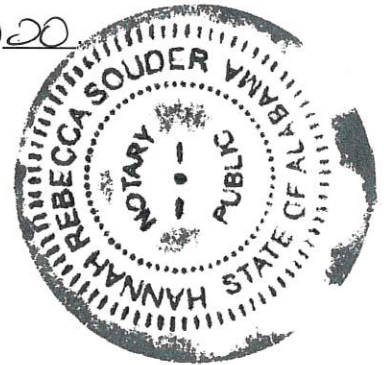
[Signature] / 07-08-20  
CONTRACTOR (signature) / Date

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, Hannah West, Notary Public in and for said County, in said State, hereby certify that J.T. Skelton (individual's name), whose name as Southern Land Development, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 8 day of July, 2020

[Signature]  
NOTARY PUBLIC

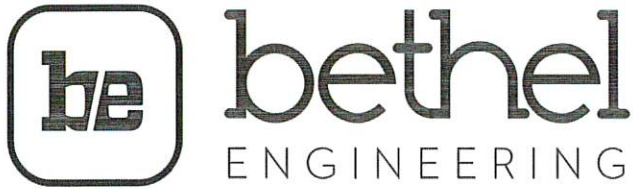


**Baldwin County Commission**

\_\_\_\_\_  
Baldwin County Commission Chairman / Date

ATTEST:

\_\_\_\_\_  
County Administrator / Date



3217 Executive Park Circle  
Mobile, AL 36606  
bethelengineering.net  
251-661-4747

July 8th, 2020

Ms. Alfreda "Weesie" Jeffords  
Baldwin County Highway Department, Permit/Subdivision Manager  
P.O. Box 220  
Silverhill, AL 36576

**RE: Tensaw Estates Subdivision**

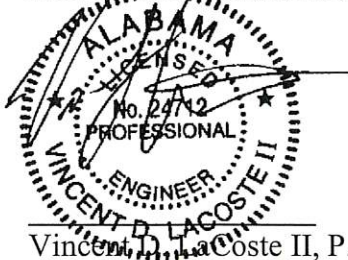
Dear Ms. Jeffords

Please find attached Exhibit "A", the engineers Itemized Cost Estimate for Tensaw Estates Subdivision/ The estimate was for the roadway and drainage within the right-of-way for the project. We hereby certify that the estimate is accurate to the best of our knowledge. The estimate total is \$209,166.33

If you should have any questions or require additional information, please advise.

Sincerely

**BETHEL ENGINEERING**



Vincent D. Lacoste II, P.E.



OWNERS: Parnell Development, LLC  
 PROJECT NUMBER: C1805-006  
 Tensaw Estates  
 Bid Date: July 12, 2019

Southern Land Development  
 13865 Magnolia Way N  
 Wilmer, AL 36587

ITEM NO.	ITEM DESCRIPTION	ENGINEER ESTIMATED QTY	UNIT	UNIT PRICE BID	TOTAL AMOUNT BID
<b>STREETS</b>					
401A-000	BITUMINOUS TREATMENT, TYPE "A"	1,785.00	SQ YDS	1.50	\$ 2,677.50
424B-650	SUPERPAVE BITUMINOUS CONCRETE WEARING LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (220 LBS/SQ YD)	786.00	TON	98.70	\$ 77,578.20
533A-100	30" STORM SEWER PIPE (CLASS 3 R.C.) RUBBER GASKET	76.00	LIN FT	56.93	\$ 4,326.68
533A-101	36" STORM SEWER PIPE (CLASS 3 R.C.)	200.00	LIN FT	74.24	\$ 14,848.00
533B-098	22" SPAN 14" RISE STORM SEWER PIPE (CLASS 3 R.C.)	80.00	LIN FT	48.75	\$ 3,900.00
600A-000	MOBILIZATION	1.00	LUMP SUM	25,000.00	\$ 25,000.00
610A-004	LOOSE RIP RAP, CLASS 2, 24" THICK	60.00	SQ YDS	92.50	\$ 5,550.00
610D-003	FILTER BLANKET, GEOTEXTILE	60.00	SQ YDS	2.50	\$ 150.00
619A-004	30" ROADWAY PIPE END TREATMENT, CLASS 1	4.00	EA.	1,400.00	\$ 5,600.00
619A-005	36" ROADWAY PIPE END TREATMENT, CLASS 1	6.00	EA.	1,500.00	\$ 9,000.00
619A-100	15" SIDE DRAIN PIPE END TREATMENT	1.00	EA.	750.00	\$ 750.00
619B-016	22" SPAN, 14" RISE ROADWAY PIPE END TREATMENT, CLASS 1	2.00	EA.	900.00	\$ 1,800.00
623B-012	CONCRETE CURB, TYPE N (MODIFIED)	90.00	LIN FT	22.00	\$ 1,980.00
652A-100	SEEDING	5.00	ACRE	1,100.00	\$ 5,500.00
	TRAFFIC CONTROL AND SIGNS HWY 225	1.00	LS	250.00	\$ 250.00
	IRRIGATION SLEEVE ENTRANCE ISLAND	1.00	LS	250.00	\$ 250.00
654A-001	SOLID SODDING (BERMUDA)	2,633.00	SQ YDS	3.65	\$ 9,610.45
656A-010	MULCHING (1.5 TONS/ACRE)	5.00	ACRE	1,600.00	\$ 8,000.00
665A-000	TEMPORARY SEEDING	5.00	ACRE	950.00	\$ 4,750.00
665B-000	TEMPORARY MULCHING (1.5 TONS/ACRE)	5.00	TON	1,600.00	\$ 8,000.00
665J-002	SILT FENCE	3,726.00	LIN FT	3.25	\$ 12,109.50
665O-001	SILT FENCE REMOVAL	3,726.00	LIN FT	1.00	\$ 3,726.00
665Q-002	WATTLE	30.00	LIN FT	7.40	\$ 222.00
701A-227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	0.04	MILE	4,800.00	\$ 192.00
701A-230	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5"WIDE)	0.02	MILE	4,800.00	\$ 96.00
703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (STOP BAR)	50.00	SQ FT	42.00	\$ 2,100.00
		1.00	LS	1,200.00	\$ 1,200.00
				<b>STREET TOTAL =</b>	<b>\$ 209,166.33</b>

209,166.<sup>33</sup>

x40%

83,666.53

## MAINTENANCE BOND

BOND NUMBER - [REDACTED]

KNOWN ALL MEN BY THESE PRESENTS, That we: Southern Land Development, LLC.  
 \_\_\_\_\_, (Contractor or Owner) as Principal, and Cincinnati Insurance Company  
 \_\_\_\_\_, (Surety) a corporate of the State of Ohio, as surety, are held  
 and firmly bound unto: **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA**  
 in the sum of Eighty three thousand six hundred sixty six dollars and 53/100, lawful  
 money of the United States of America, to be paid to the said: **BALDWIN COUNTY**  
**COMMISSION, BALDWIN County, Alabama** its certain attorney or assigns, to which payment  
 well and truly to be made we do bind ourselves, our heirs, executors, administrators, successors  
 and assigns, and everyone of them, jointly and severally, firmly be these presents.

IN TESTIMONY WHEREOF, The said Principal has hereunto set his hand and seal, and said  
 Surety has caused its corporate seal to be hereunto affixed, duly attested by its Attorney-in-Fact  
 this 7th day of July, 2020.

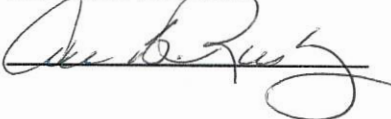
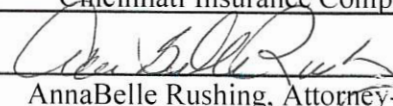
WHEREAS, The said Principal did enter into a contract entitled Subdivision Roadway Drainage  
 Improvement Acceptance Agreement (the "Agreement") with the said **BALDWIN COUNTY**  
**COMMISSION, BALDWIN COUNTY, ALABAMA** for Tensaw Estates Subdivision Streets  
and Drainage (Name of Development) and in said Agreement is required to maintain  
 the said work in good condition for a period of two years from the date the Baldwin County  
 Commission votes in the affirmative to accept for maintenance the roadway and drainage  
 improvements made the subject of the Agreement.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall well and  
 truly, at the request of the said Obligee, or its proper representative or representatives, maintain  
 the said work in good condition. The term of the bond extends 24 months beyond the full  
 execution of the Agreement including any necessary extensions during repair periods.

Attest:


Contractor or Owner: Southern Land Development, LLCBy: 

COUNTERSIGNED:


Surety: Cincinnati Insurance CompanyBy:   
 AnnaBelle Rushing, Attorney-in-fact



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Harry W. Mattei; M. Harland Ison, Jr.; Lewis Beville; Allen H. Ladd; AnnaBelle Rushing;  
Taylor Beville; Peyton L. Mattei and/or Sandra Phillips

of Mobile, Alabama

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10<sup>th</sup> day of May, 2012.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Stephen A. Jantz*

Vice President

On this 10<sup>th</sup> day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*

MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO

My commission has no expiration  
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.  
this 7<sup>th</sup> day of July, 2020



*Scott R. Bolen*

Assistant Secretary





## Certification of Improvements for Subdivisions

Chairman  
Baldwin County Planning & Zoning Commission  
22251 Palmer Street  
Robertsdale, AL 36567

In accordance with the requirements of Section 8.2 of the Baldwin County Subdivision Regulations, I hereby certify to the following with respect to

Tensaw Estates Subdivision:

- 1) All required improvements are complete;
- 2) All improvements are in compliance with the minimum standards specified by the Baldwin County Planning & Zoning Commission and the Baldwin County Commission for their construction;
- 3) I know of no defects from any cause in these improvements, and;
- 4) All improvements are free and clear of any encumbrance or lien.

Vincent D. Lacoste

Project Engineer Name

24712

Registration Number



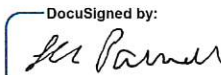
Project Engineer Signature

5/18/20

Date

Les Parnell

Subdivider Name

DocuSigned by:  


9FB7464155FC4B8...  
Subdivider Signature

5/18/2020

Date



## BALDWIN COUNTY

HIGHWAY DEPARTMENT

P.O. Box 220

SILVERHILL, ALABAMA 36576

TELEPHONE: (251) 937-0371

FAX (251) 937-0201

JOEY NUNNALLY, P.E.  
COUNTY ENGINEER

August 18, 2020

Joey Nunnally, P.E.  
County Engineer

**Subject: (S-19037) Tensaw Estates – Final Plat**

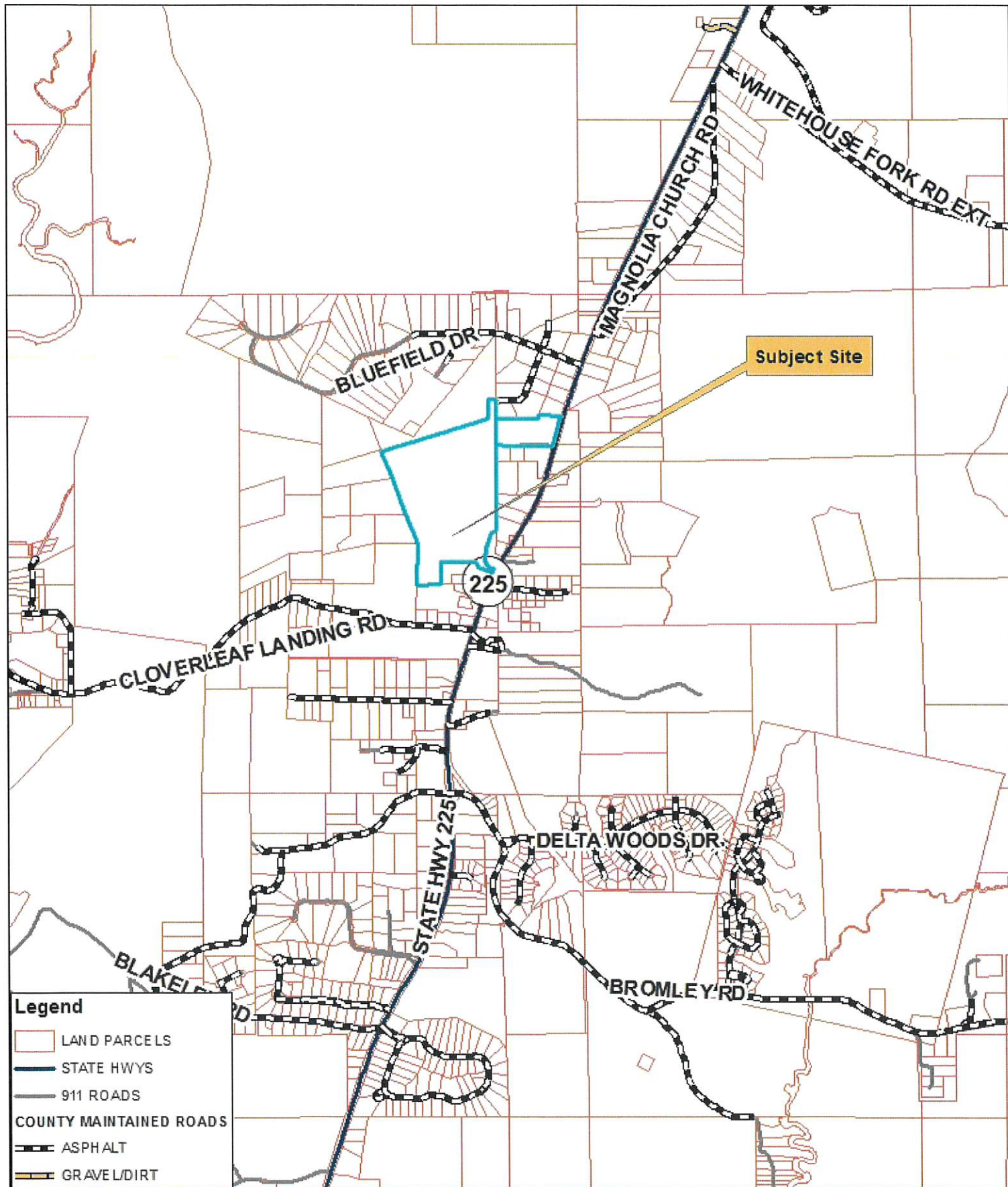
Dear Mr. Nunnally:

The Final Plat of the above referenced development has been reviewed for compliance with the *Baldwin County Subdivision Regulations*. The development meets all requirements of the Baldwin County Subdivision Regulations.

Mary Booth  
Subdivision Coordinator

Cc: file





### S-19037 - Tensaw Estates Vicinity Map

0 0.2 0.4 0.6 0.8  
Miles







## S-19037 - Tensaw Estates Site Map

0 0.04 0.08 0.12 0.16 Miles







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1488, **Version:** 1

**Item #:** BN3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Tyler Mitchell, P.E., Construction Manager

Mike Campbell, Engineering Technician I

**Submitted by:** Halley Black, Office Manager

---

### **ITEM TITLE**

License Agreement No. 20024 - 2nd Street - Right-of-Way

### **STAFF RECOMMENDATION**

Approve License Agreement No. 20024 permitting Daphne Utilities to bore and trench a 2-inch and 3/4-inch water line, install a flush hydrant and relocate one (1) service meter. (*The term of this agreement shall commence on the date of full execution. License for Installation shall terminate at 11:59 on February 6, 2021. License for Maintenance shall be indefinite according to the terms of the agreement.*)

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** Daphne Utilities desires to bore a 2-inch water line on the east side of the right-of-way for 137 feet, install a flush hydrant at the end of the line, trench a 3/4-inch water line for 174 feet and relocate one service meter. The Baldwin County Utility Manual will be followed per attached Utility Permit Application. Any damage to private property or County right-of-way shall be repaired to the previous state or improved as required by Baldwin County. Appropriate erosion and sediment control practices shall be utilized, and no clearing shall take place.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** Standard agreement used as previously approved by Laura Coker (02/11/2020) los

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff have license agreement executed by the Chairman and the original forwarded to the County Engineer. Mike Campbell will issue the license agreement and conduct all necessary follow-up inspections on work performed.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

N/A

**Additional instructions/notes:** N/A

## **LICENSE AGREEMENT**

This LICENSE AGREEMENT (this "Agreement") between the Baldwin County Commission ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **Daphne Utilities** ("Licensee"), with an address at **900 Daphne Ave Daphne, Alabama 36526.**

### **WITNESSETH:**

WHEREAS, Licensor is the owner of the real property described as **2<sup>nd</sup> Street right-of-way** in Baldwin County, Alabama, and more particularly shown on the Site Map and Vicinity Map, which are attached hereto and included as if fully set forth herein (the "Property");

WHEREAS, Licensee desires to obtain access to the Property for the purpose of **a) boring a 2-inch water line on the East side of the right-of-way for 137 feet and installing a flush hydrant at the end of the line; and b) trenching a ¾ inch water line for 174 feet and relocating one service meter. (The Baldwin County Utility Manual will be followed per attached Utility Permit Application. Appropriate erosion and sediment control practices shall be utilized and no clearing shall take place.)**; and

WHEREAS, Licensor is willing to grant said access based upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.

2. **Grant of Revocable, Non-Exclusive and Temporary License.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **Daphne Utilities**, a revocable, non-exclusive and temporary license (the "License") to enter upon the Property as is reasonably required to **bore and trench a 2-inch and ¾ inch water line, install a flush hydrant and relocate one service meter.** The Property shall be used for the sole purpose of **placing utilities.** No further development or use of the Property is permitted or allowed without Licensor's prior written consent. Licensor retains the right to use the Property as it deems necessary. This License is granted to Licensee and is limited and specifically restricted to Licensee and its representatives ("Licensee Representatives"). Licensee shall have the Property surveyed and staked prior to performing any work thereon. All improvements constructed by Licensee shall be maintained by Licensee for any and all portions of the Property that are not County maintained.

3. **Property.** The real property subject hereto is limited to and sufficiently described as the **2<sup>nd</sup> Street right-of-way** in Baldwin County, Alabama, as shown on the Site Map and Vicinity Map attached hereto. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.

4. Term of License (Installation and Maintenance). The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement. The term for installation, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on **February 6, 2021**. Maintenance shall be **indefinite** according to the terms of this Agreement, or until modified by written agreement with Licensor.

5. Condition of License Area: Assumption of Risk. Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any personal or property damage, injury or loss on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons, including death, or damage to any property, whether real or personal, of Licensee or any Licensee Representatives in any way arising out of or related to the Property or Licensee's work contemplated by this Agreement.

6. Compliance. Licensee shall be responsible for obtaining any and all applicable permits. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, and any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities thereon, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use the Property in any fashion which may in any way damage or restrict the same for future use by the public in general as a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever. Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.

7. Public Property. Licensee acknowledges and consents that the Property is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the Property. Licensee makes no claim of private ownership or other possessory interest in the Property subject hereto, and any rights of the Licensee granted by this Agreement are limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the Property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all rights to claims that such work or improvements are private in nature. Licensee further represents and warrants that Licensor, nor any persons using said public access in conjunction with this License, may claim any personal rights in the subject property or any rights of adverse possession.

8. Indemnification. Licensee shall indemnify, defend and hold Licensors and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representative, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative, or in any way arising out of or related to the Property or work contemplated by this Agreement. Licensee shall also assume the responsibility for any claims for damage done to any property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives or resulting from work under this Agreement; and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee or Licensee Representatives perform at the Property shall be at Licensee's sole risk, cost and expense. All portions of the work performed or improvements installed by Licensee or its representatives pursuant to this Agreement shall be located and performed so as to cause minimum interference with the proper use of the rights of way and with the rights and reasonable convenience of property owners who own or occupy adjacent properties. If during the course of the Licensee's construction, operation or maintenance of the project or improvements, there occurs a disturbance of the Property by Licensee or its representatives, Licensee shall, at Licensee's expense, replace and restore the same to a condition comparable to the condition it was in immediately prior to the disturbance to the satisfaction of Licensor and within the dates specified in any permits authorizing the work.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensors, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensors as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensors, shall be furnished to Licensors, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensors in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Licensors and Licensors Representatives. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensors may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensors' prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of Licensors or Licensee to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensors or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensors, in its absolute discretion, with or without cause or hearing, may terminate the License and permission herein granted to Licensee. Termination of the License and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensors to Licensee, the permission herein granted shall immediately and automatically terminate, and Licensee shall have no further right, permission or authority to utilize the Property. All representations, assurances and indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama, with proper venue for any action arising hereunder lying in Baldwin County.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. Licensee shall incur and absorb all financial responsibility that arises to complete the project and/or work contemplated by this Agreement and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage or maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Property caused by periodic maintenance to the Property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensor below.

**LICENSEE:**

\_\_\_\_\_  
BY: \_\_\_\_\_ / \_\_\_\_\_  
/Date

State of Alabama                    )  
County of Baldwin                )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**LICENSOR:**

BALDWIN COUNTY, ALABAMA

**ATTEST:**

\_\_\_\_\_/\_\_\_\_\_  
Wayne Dyess /Date  
County Administrator

\_\_\_\_\_/\_\_\_\_\_  
Billie Jo Underwood /Date  
Chairman

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Billie Jo Underwood and Wayne Dyess, as Chairman and County Administrator, respectively, of the Baldwin County Commission, and whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_





# Permit # 20288-W Daphne Utilities Site Map



- Legend**
- Utility\_Permits  
Type
- Water
  - Land Parcels
  - Paved
  - Unpaved
  - 911 Roads







# Permit # 20288-W Daphne Utilities Vicinity Map



- Legend**
- Utility\_Permits**
- Type**
- Water
  - Land Parcels
  - Paved
  - Unpaved
  - 911 Roads





STANDARD UTILITY PERMIT APPLICATION

**Baldwin County Highway Department**

Permit No.	20288-W
District	2
Township	
Range/Section	
Type	Water

**PERMIT -FOR THE ACCOMODATION OF UTILITY FACILITIES AND  
RELOCATION REQUIREMENTS ON PUBLIC-RIGHTS-OF-WAY**

**KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT** (hereinafter referred to as "Agreement"), entered into this the 18 day of August, 2020, by and between Baldwin County acting through its authorized agents of the Baldwin County Highway Department (hereinafter referred to as "COUNTY") AND The Utilities Board of the City of Daphne, AL, (hereinafter referred to as the "UTILITY").

**WITNESSETH**

**WHEREAS**, the County proposes certain highway improvements and/or Utility desires to have its facilities accommodated on a public right-of-way in Baldwin County, Alabama, and;

**WHEREAS**, the project subject hereto and contained herein is hereby described, designated and/or entitled as:  
Beginning on the north side of Gabel Street, the installation of approximately 500' of 2"  
water main along the east side of 2nd Street via directional drill. Reconnect services at  
meters and install flushing plug at north end of new water main on 2nd Street. Beginning  
at the end of the new 2" water main, a new 3/4" type K copper water service will be trenched  
, and; to the north side of McIntyre Street. The water meter for the church will be relocated to  
McIntyre Street.

**WHEREAS**, the County has granted to the Utility the right to locate its facilities across or along the public highways, and hereby grants to Utility, approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on the attached plans and specifications:

**NOW THEREFORE**, be it agreed as follows:

30" min depth on shoulder 36" min depth under ditch 48" min depth under road 72" min depth under and around cross drains
---

## STANDARD UTILITY PERMIT APPLICATION

### ARTICLE I. County Engineer Authority and Least Possible Interference

The Utility agrees to install its facilities on the public right-of-way, as shown by the plans and specifications attached hereto and made a part hereof as Attachment/Exhibit A and/or in accordance with the requirements of County, so as to occasion the least possible interference with the progress of County projects where such installation is within the bounds of an active highway project.

### ARTICLE II. County Standards

Utility agrees to conform to the provisions of the current County Standards, as interpreted by the County Engineer, for the Accommodations of Utilities on a public Right-of-way. It is further agreed that the applicable provisions of the laws of the State of Alabama and Baldwin County, Alabama shall govern and be controlling and binding over the provisions of the Agreement.

### ARTICLE III. Non -Assignability

With exception to financing agreements, mortgages, security agreements, or other security interests in the facilities permitted hereby, the parties hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise any interest, rights or obligations provided or contained herein in whole or in part at any time.

### ARTICLE IV. Warranties, Representations and Certifications

The execution and delivery of this Agreement have been duly authorized by all necessary actions of County and Utility, and such actions are in compliance with all public bidding and other State and federal laws applicable.

This Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of this Agreement shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the parties hereto.

Utility shall provide to County, and to the satisfaction of the County Engineer, written proof of compliance with applicable ADEM requirements including a Receipt of Registration from ADEM for Phase II Stormwater Permitting Requirements if applicable.

#### STANDARD UTILITY PERMIT APPLICATION

If registration of the project with ADEM is not required, under current stormwater Permitting Regulations as determined by the Utility, then it shall be a County requirement that Utility must provide a "written certification of review and understanding" of those same requirements to County as part of this Permit Application.

Notwithstanding the above, Utility shall comply with all applicable environmental laws, regulations and permitting requirements.

#### ARTICLE V. Term and Binding Effect

This Agreement and contract will, upon County approval and execution:

1. continue in effect until amended, altered to that effect, or otherwise changed by all parties hereto and as required herein, and;
2. Not extend or be enforceable past a maximum of 36 months in duration or shorter time agreed upon by parties as noted herein within Article XXII.

Utility shall remain in compliance for the duration of the terms as listed within this permit to include but not limited to a one year period after the completion of construction as determined by County, and;

3. Be binding upon and shall inure to the benefit of the County, Utility and their respective agents and successors.

#### ARTICLE VI. Exhibits and Attachments

The following exhibits and/or attachments listed below referenced herein are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

- A. Plans and Specifications, Cross Section, Vicinity Map
- B. ADEM compliance certifications or written Certification of Review & Understanding of ADEM regulations as required by ARTICLE IV herein
- C. Letter from applicable Wastewater Treatment Facility confirming knowledge of Utility installation and ability to treat the waste (Sewer Permits only)
- D. Certificate of Insurance (Baldwin County Highway Department as "Certificate Holder" only)
- E. Construction Schedule
- F. \_\_\_\_\_



## STANDARD UTILITY PERMIT APPLICATION

County and Utility jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto.

### ARTICLE VII. Plans

All permits shall include a plan view of the entire utility installation depicting the linear position of the utility along the roadway and the horizontal position of the utility measured to the edge of the roadway. These plans shall also show all roadway crossings as well as the proposed location of any appurtenances such as fire hydrants, pressure relief valves, pedestals, lift stations, etc. The plans shall also include a typical cross section showing the roadway and position of the proposed utility relating to its horizontal and vertical position.

### ARTICLE VIII. Entire Agreement

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans, agreements, representations whatsoever whether express or implied.

### ARTICLE IX. Severability

In the event that any provision of this Agreement shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.

### ARTICLE X. Bond Requirements

The Utility agrees to file with the Baldwin County Highway Department a certified check or bond in the amount of \$ N/A made payable to the Baldwin County Highway Department to guarantee the faithful and complete performance of provisions of this Agreement and to guarantee that Utility will maintain this work suitable to the Baldwin County Highway Department for a period of one year.

At the end of one year, from the completion of this work, the Baldwin County Highway Department may:

1. If the work is determined to be satisfactory by County, return the bond or certified check to the remitter, or;
2. If the work is determined to be unsatisfactory, apply the bond or certified check to the cost of repairing the right-of-way with County forces, and;
3. The County has the authority to determine if a bond is required, depending upon the circumstances of the permit.

## STANDARD UTILITY PERMIT APPLICATION

### ARTICLE XI. Bond Amounts and Reservations

The following are the values for the bond amounts for the following facilities:

- A. Buried Cable
  - 1. Crossing \$5,000
  - 2. Parallel, Trench \$5,000 per mile
  - 3. Parallel, Direct Burial \$2,000 per mile
- B. High-pressure, gas pipelines
  - 1. Crossing highway
    - I. 8-inch diameter and smaller \$10,000
    - II. 10 through 16-inch diameters \$25,000
    - III. Larger than 16 inches \$50,000
  - 2. Parallel to highway
    - I. 8-inch diameter and smaller \$5,000 per mile
    - II. 10 through 16-inch diameters \$25,000 per mile
    - III. Larger than 16 inches \$20,000 per mile
- C. Low-pressure water, sewer, and gas pipelines
  - 1. Crossing highway \$5,000
  - 2. Parallel to highway \$5,000 per mile
- D. For unpaved roadway - above amounts may be reduced by as much as 75% at the discretion of County.
- E. The County reserves the right to increase or decrease the bond requirement to coincide with local conditions and work history of the constructing entity.

### ARTICLE XII. Required Relocation of Facilities

As a condition for permission to install its facilities upon County right-of-ways, Utility agrees to relocate said facilities at Utilities said expense with no obligations imposed upon County financially or otherwise in the event such future relocation is required by County due to upgrading or reconstruction of the road upon which the facilities are located. Utility further agrees to relocate said facilities within 60 days or as determined by County, if such relocation is required.

### ARTICLE XIII. Exclusions, Liabilities, and Damages

County, in approving this application, does not in any way assume responsibility for the maintenance of this facility and projects subject hereto. County shall not be responsible for any claims for damage done to existing private property, public utilities or the traveling public caused by Utility, its agents, servants or employees or caused by the facility itself.



## *STANDARD UTILITY PERMIT APPLICATION*

Utility, for the benefits received herein and hereby acknowledged by Utility, agrees to release, indemnify and hold harmless County for any and all deficiencies, court orders, citations, violations, consent orders, fines, or other enforcement actions for refusals or work conducted by the Utility and/or their agents and assigns, all relating to work either resulting from, or specifically relating to the work on County rights-of-ways as herein described or otherwise performed with or without authorization.

County shall be reimbursed or otherwise indemnified from Utility all costs for damages, repairs, fines incurred as a result of any action and/or inaction that would cause County to finish, correct, alleviate, or work on a project/task deemed by County to be the responsibility of Utility. Reimbursement shall come from the Utility in the form of direct payment based on the expenses incurred by the County or through the redeeming of the Bond held by the County in the name of the Utility for said Project.

### ARTICLE XIV. Plans on Site

The Utility owner agrees to have an accurate copy of the approved agreement and plans on the job site at all times while said work is being performed.

### ARTICLE XV. Responsibility for Traffic Control Devices

Traffic control devices will be installed and maintained in accordance with the Manual on Uniform Traffic Control Devices, latest edition, which is hereby made a part hereof by reference and will be conformed to as the provision thereof are applicable to such work or otherwise deemed necessary by County.

### ARTICLE XVI. Markings and Decals

Utility Company must mark ped or pole with de-cal showing:

- A. Name of company, nature of utility (water, sewer, gas, cable TV, etc.), and;
- B. A telephone number where utility company can be reached by phone, and;
- C. The distance from ped or pole to existing buried line, and;
- D. This applies to existing ped, pole and line, as well as new lines.

### ARTICLE XVII. Implementation of Work

Utility must begin work (to the satisfaction of County) on the project no later than 90 days from dated issue of permit, or in the alternative, notify County utilities inspector in writing for consideration of a discretionary extension for good cause.

## STANDARD UTILITY PERMIT APPLICATION

### ARTICLE XVIII. Site Restoration

All disturbed areas must be returned to as close to normal as possible to include but not limited to reseeded with grass seeds, sod, etc. unless the utility is buried inside a dirt road that is a travel way; however, Utility should always maintain site so as to prevent erosion or otherwise comply with environmental standards. Post-construction drainage, flow direction and volume should be the same as pre-construction drainage, flow direction and volume.

### ARTICLE XIX. Non- Waiver

The waiver of any breach of this agreement by County shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this contract. The delay or omission by County to exercise any right or power provided by this agreement shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of Utility. Any breach on the part of Utility shall be construed a continuing breach, and County may exercise every right and power under the Agreement at any time during the action or inaction or upon the occurrence of any subsequent breach.

### ARTICLE XX. Mandatory Time of Contact

Utility agrees to place calls, for construction, to County at least 24 hours prior to construction and upon completion.

### ARTICLE XXI. Non-Endorsement

County, in no way, is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Utility. This permit governs and creates an understanding as to the issues herein outlined, or otherwise controls the placement of facilities within the County right-of-way by Utility. Any perceived endorsement, authorization or approval, given hereby, verbally or otherwise, for other business practices or behavior of the Utility or its agents, without a properly-authorized and written verification thereof, is to be considered hereby withdrawn. This permit, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of County. It is the sole responsibility of the Applicant hereto to comply or to ensure their own compliance with any local, State, or Federal law or regulation.

### ARTICLE XXII. Additionally Agreed Upon Provisions (if any)

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STANDARD UTILITY PERMIT APPLICATION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

APPROVED BY:

Mike Campbell 8-18-20  
Authorized Representative Date  
Baldwin County Highway Department

Mike Gofford 8-18-2020  
Permit Manager Date  
Baldwin County Highway Department

\_\_\_\_\_  
County Engineer Date  
Baldwin County Highway Department

BALDWIN COUNTY HIGHWAY DEPARTMENT  
UTILITY PERMITS  
PO Box 220  
Silverhill, AL 36576  
251-972-6831, phone  
251-972-6832, fax

APPLICANT:

BY Scott Polk  
SIGNATURE  
Scott Polk  
TYPED OR PRINTED NAME

General Manager  
TITLE

The Utilities Board of the City of Daphne, AL  
UTILITY COMPANY (IF APPLICABLE)

ADDRESS:

900 Daphne Avenue  
Daphne, AL 36526  
251-626-2628  
PHONE NUMBER

I, Lori May Wilson, a Notary Public in and for said County, in said State, hereby certify that Scott Polk, an individual whose name as a duly authorized representative for Utility is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Utility.

Given under my hand and official seal, this the 18<sup>th</sup> day of August, 2020.

Lori May Wilson  
My Commission Expires: 8/13/2022





Written Certification and Review of Understanding  
of ADEM compliance

August 18, 2020  
(Current Date)

Baldwin County Highway Department  
Engineering Division – Utility Inspection  
PO Box 220  
Silverhill, AL 36576

RE: 2nd Street at McIntyre Street, Daphne  
(Project Location – Baldwin County)

We have reviewed and understand the Alabama Department of Environmental Management's NPDES stormwater permitting regulations. We hereby certify that the referenced project does not warrant registration.

Sincerely,

  
Signature

Scott Polk  
Typed or Printed Name

General Manager  
Title

## CONSTRUCTION SCHEDULE

Construction on County ROW will begin upon approval and will take approximately 30 days/weeks to complete.





# LA # 20024 Daphne Utilities Vicinity Map

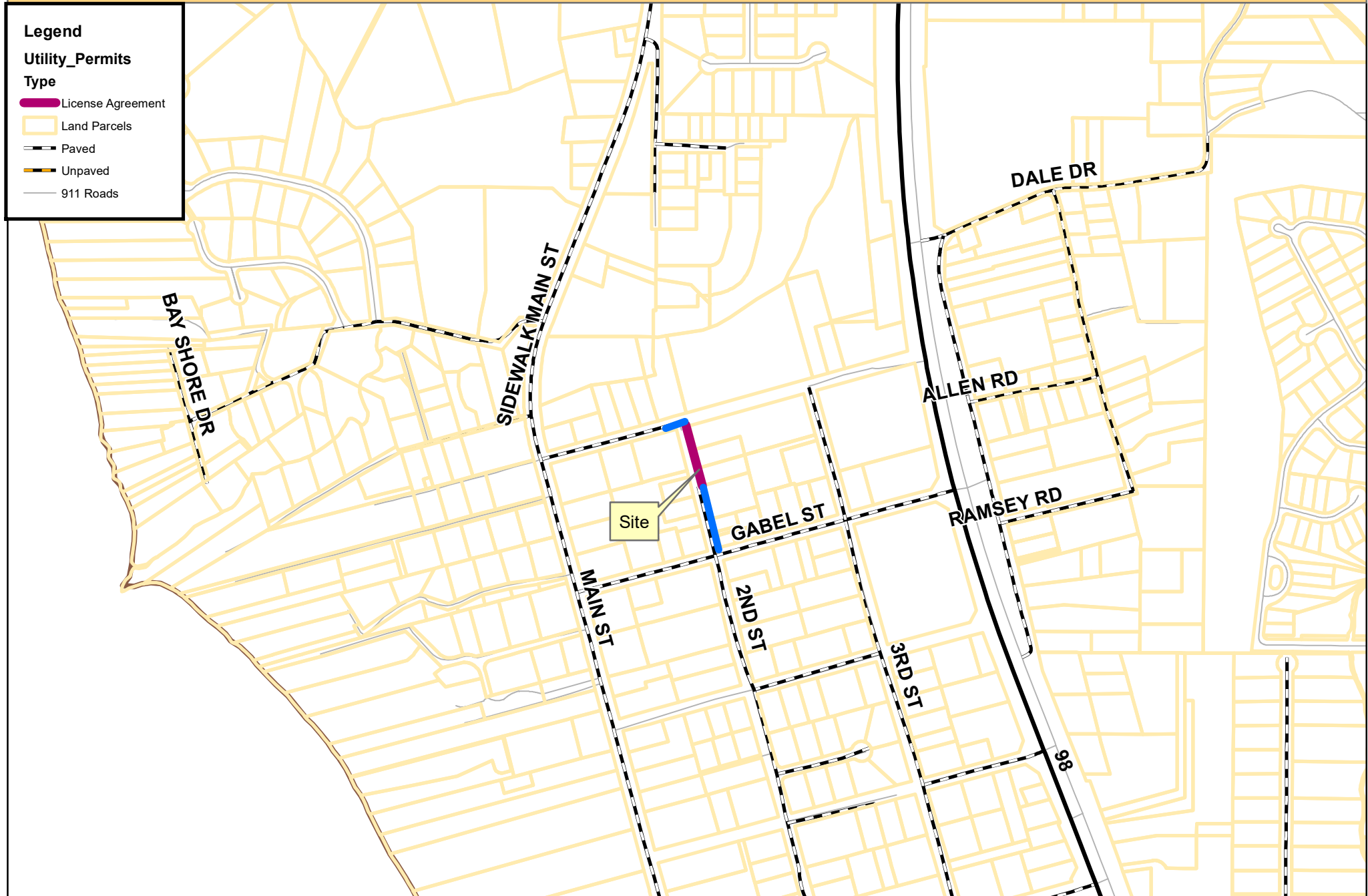


## Legend

### Utility\_Permits

#### Type

- License Agreement
- Land Parcels
- Paved
- Unpaved
- 911 Roads







# LA # 20024 Daphne Utilities Site Map

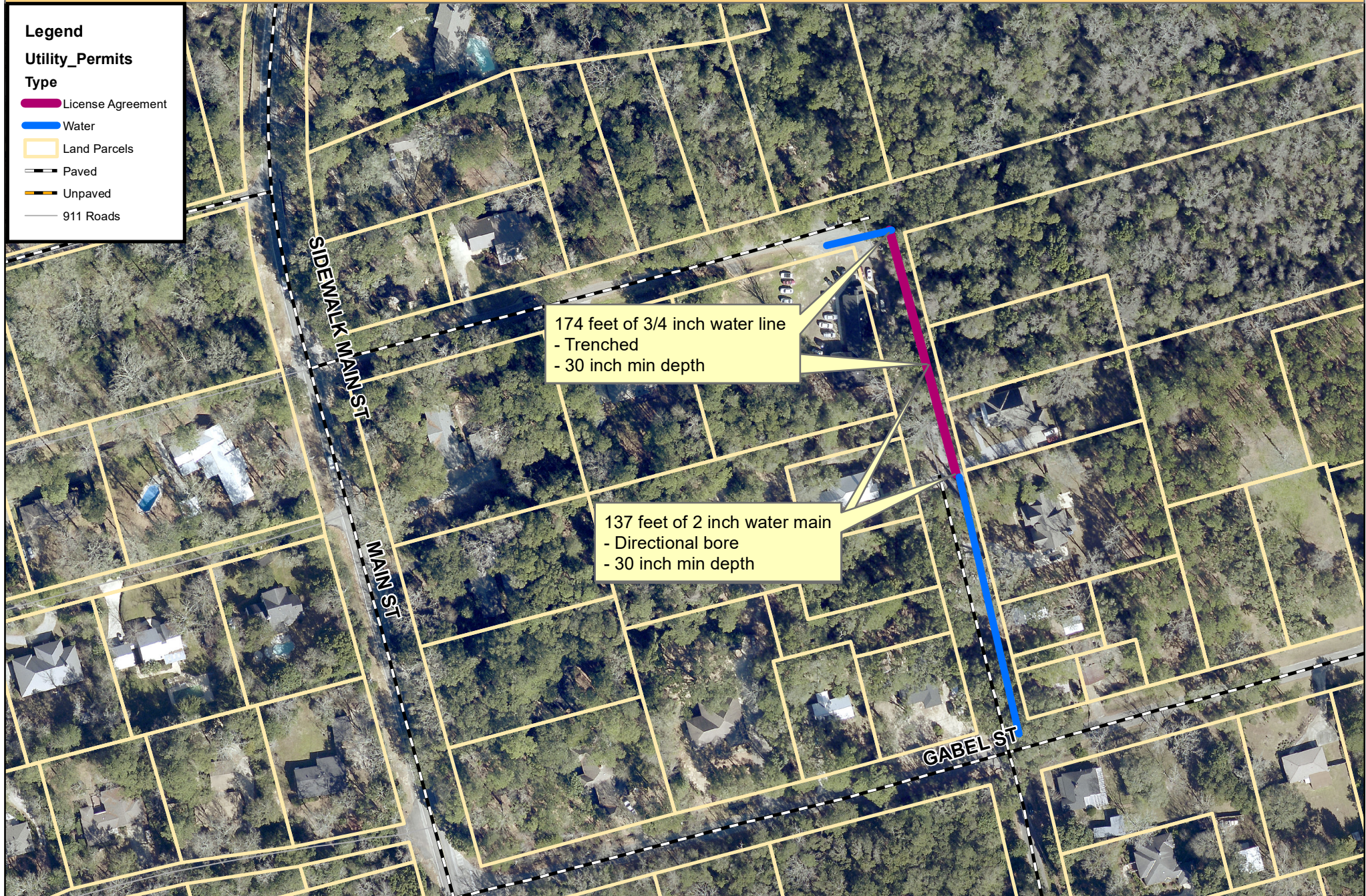


## Legend

### Utility\_Permits

#### Type

- License Agreement
- Water
- Land Parcels
- Paved
- Unpaved
- 911 Roads







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1493, **Version:** 1

**Item #:** BN4

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

---

### **ITEM TITLE**

\*Resolution #2020-130 - Annexation and Transfer of Parker Road to the City of Fairhope

### **STAFF RECOMMENDATION**

Approve Resolution #2020-130 authorizing annexation and transfer of responsibility for Parker Road (from US Highway 98 easterly approximately 1,373 feet to the end of County maintenance) to the City of Fairhope.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

### **Background:**

The Baldwin County Commission funded the resurfacing of Parker Road, from US Highway 98 easterly approximately 1,373 feet to the end of County maintenance, in the Fiscal Year 2020 Budget. The City of Fairhope has agreed to accept responsibility of this portion of Parker Road upon completion of the resurfacing project.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Yes

**Reviewed/approved by:** Brad Hicks, County Attorney (approved 08/17/2020) - los

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff prepare Commission action correspondence, have resolution executed by Chairman and return to Seth Peterson, Highway Department.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mayor Karin Wilson  
City of Fairhope  
Post Office Drawer 429  
Fairhope, Alabama 36533

**Additional instructions/notes:** N/A

**RESOLUTION NO. 2020 - 130**

**RESOLUTION OF THE COUNTY COMMISSION OF  
BALDWIN COUNTY, ALABAMA,  
AUTHORIZING ANNEXATION AND TRANSFER OF RESPONSIBILITY  
FOR PARKER ROAD  
FROM BALDWIN COUNTY TO THE CITY OF FAIRHOPE**

**WHEREAS**, Parker Road from US Highway 98 easterly approximately 1,373 feet to the end of County maintenance (hereinafter the “Parker Road”), is a road or road segment inside the corporate limits of the City of Fairhope; and

**WHEREAS**, an accurate description of Parker Road is attached hereto as Exhibit “A” and incorporated herein; and

**WHEREAS**, those portions of Parker Road that are not already the responsibility of the City of Fairhope have been County maintained streets for a period of one (1) year prior to the effective date of this instrument; and

**WHEREAS**, the character and nature of Parker Road varies, as certain portions are either (i) maintained by the City of Fairhope, (ii) bounded on both sides by the corporate limits of the City of Fairhope as a result of annexation of territory after July 7, 1995, or (iii) bounded on one side by the corporate limits of Fairhope; and

**WHEREAS**, in order to clarify and simplify the City of Fairhope’s assumption of responsibility for Parker Road in accordance with *Code of Alabama*, §11-49-80(b), (c) and (d), the Baldwin County Commission is submitting its consent and petition to the City of Fairhope to annex Parker Road and assume the responsibility thereof; and

**WHEREAS**, the City of Fairhope desires to assume responsibility for Parker Road, to the extent it is not already maintaining portions thereof, in order to facilitate the orderly development and maintenance of this area and its corporate limits.

**NOW, THEREFORE, BE IT RESOLVED** by the Baldwin County Commission as follows:

**Section 1.** That Baldwin County hereby consents to and petitions for the annexation of Parker Road by the City of Fairhope pursuant to *Code of Alabama*, §11-49-80(c), and (d) and §11-42-20 et seq.

**Section 2.** To the extent that portions of Parker Road are within the City of Fairhope but maintained by the County, the Baldwin County Commission hereby consents to the assumption of responsibility for Parker Road by the City of Fairhope, pursuant to *Code of Alabama*, §11-49-80(b). In accordance with *Code of Alabama*, §11-49-81, the City of Fairhope’s assumption of responsibility for Parker Road is in exchange for the County agreeing that it shall resurface, one

time, Parker Road from US Highway 98 easterly approximately 1,373 feet to the end of County maintenance with a minimum one and a half inch overlay. The Baldwin County Commission and the City of Fairhope respectively acknowledge and agree that this one time resurfacing has been scheduled to occur as soon as possible as consideration for this transfer, and may be completed prior to the transfer of maintenance.

**Section 3.** The Baldwin County Commission and the City of Fairhope agree that said consideration is a reasonable charge.

**Section 4.** If any part, section or subdivision of this resolution shall be held to be illegal, invalid, or unenforceable for any reason, such resolution shall not be held or construed to invalidate or impair the remaining provisions of this resolution, which shall continue in full force and effect notwithstanding such holding.

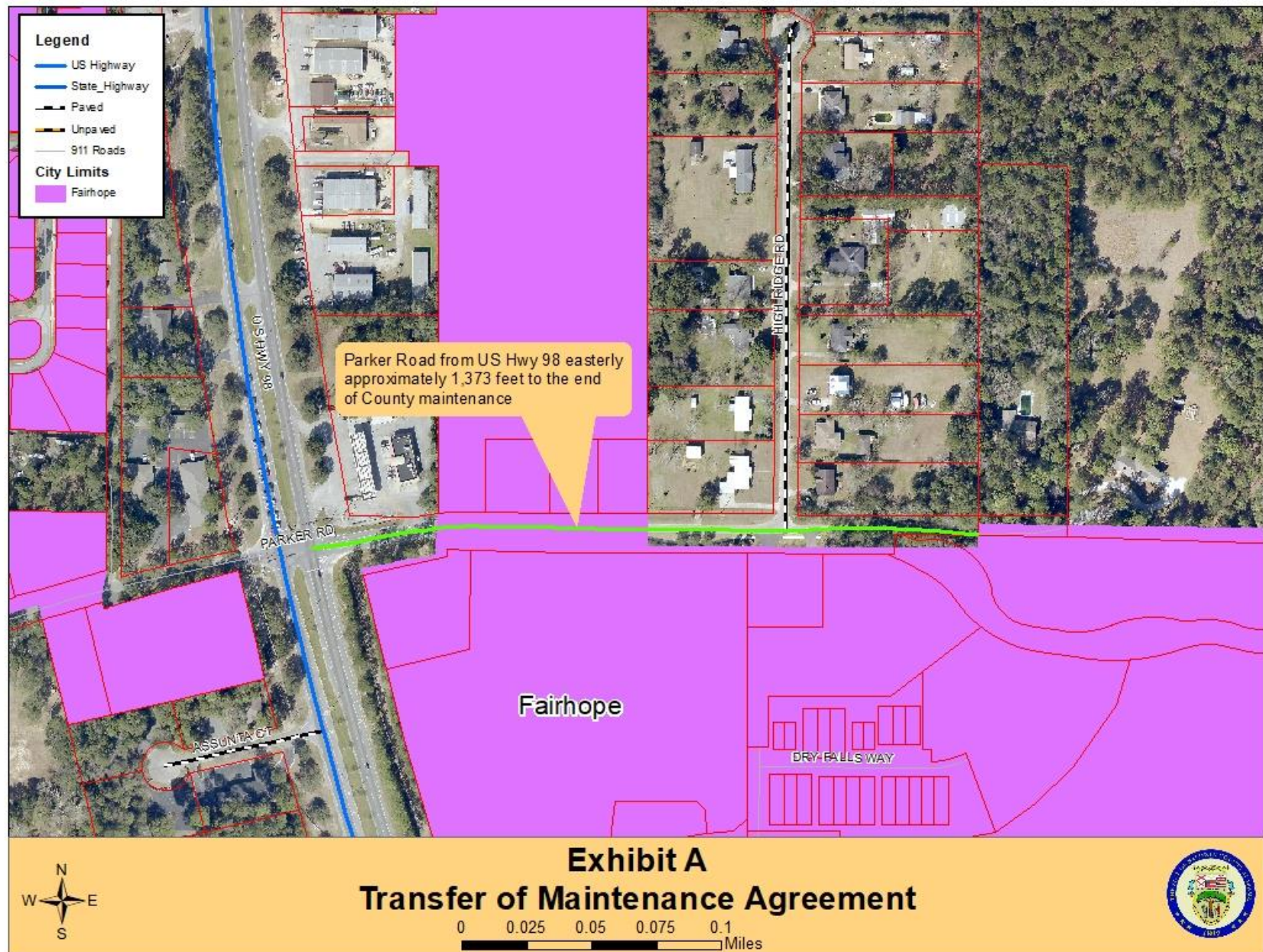
**ADOPTED** and **APPROVED** by the County Commission of Baldwin County, Alabama, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**BALDWIN COUNTY COMMISSION**

By: \_\_\_\_\_  
BILLIE JO UNDERWOOD  
Its: Chairman

ATTEST:

\_\_\_\_\_  
WAYNE DYESS  
County Administrator





**RESOLUTION NO. 2020 - 130**

**RESOLUTION OF THE COUNTY COMMISSION OF  
BALDWIN COUNTY, ALABAMA,  
AUTHORIZING ANNEXATION AND TRANSFER OF RESPONSIBILITY  
FOR PARKER ROAD  
FROM BALDWIN COUNTY TO THE CITY OF FAIRHOPE**

**WHEREAS**, Parker Road from US Highway 98 easterly approximately 1,373 feet to the end of County maintenance (hereinafter the “Parker Road”), is a road or road segment inside the corporate limits of the City of Fairhope; and

**WHEREAS**, an accurate description of Parker Road is attached hereto as Exhibit “A” and incorporated herein; and

**WHEREAS**, those portions of Parker Road that are not already the responsibility of the City of Fairhope have been County maintained streets for a period of one (1) year prior to the effective date of this instrument; and

**WHEREAS**, the character and nature of Parker Road varies, as certain portions are either (i) maintained by the City of Fairhope, (ii) bounded on both sides by the corporate limits of the City of Fairhope as a result of annexation of territory after July 7, 1995, or (iii) bounded on one side by the corporate limits of Fairhope; and

**WHEREAS**, in order to clarify and simplify the City of Fairhope’s assumption of responsibility for Parker Road in accordance with *Code of Alabama*, §11-49-80(b), (c) and (d), the Baldwin County Commission is submitting its consent and petition to the City of Fairhope to annex Parker Road and assume the responsibility thereof; and

**WHEREAS**, the City of Fairhope desires to assume responsibility for Parker Road, to the extent it is not already maintaining portions thereof, in order to facilitate the orderly development and maintenance of this area and its corporate limits.

**NOW, THEREFORE, BE IT RESOLVED** by the Baldwin County Commission as follows:

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**Section 2.** To the extent that portions of Parker Road are within the City of Fairhope but maintained by the County, the Baldwin County Commission hereby consents to the assumption of responsibility for Parker Road by the City of Fairhope, pursuant to *Code of Alabama*, §11-49-80(b). In accordance with *Code of Alabama*, §11-49-81, the City of Fairhope’s assumption of responsibility for Parker Road is in exchange for the County agreeing that it shall resurface, one

time, Parker Road from US Highway 98 easterly approximately 1,373 feet to the end of County maintenance with a minimum one and a half inch overlay. The Baldwin County Commission and the City of Fairhope respectively acknowledge and agree that this one time resurfacing has been scheduled to occur as soon as possible as consideration for this transfer, and may be completed prior to the transfer of maintenance.

**Section 3.** The Baldwin County Commission and the City of Fairhope agree that said consideration is a reasonable charge.

**Section 4.** If any part, section or subdivision of this resolution shall be held to be illegal, invalid, or unenforceable for any reason, such resolution shall not be held or construed to invalidate or impair the remaining provisions of this resolution, which shall continue in full force and effect notwithstanding such holding.

**ADOPTED** and **APPROVED** by the County Commission of Baldwin County, Alabama, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

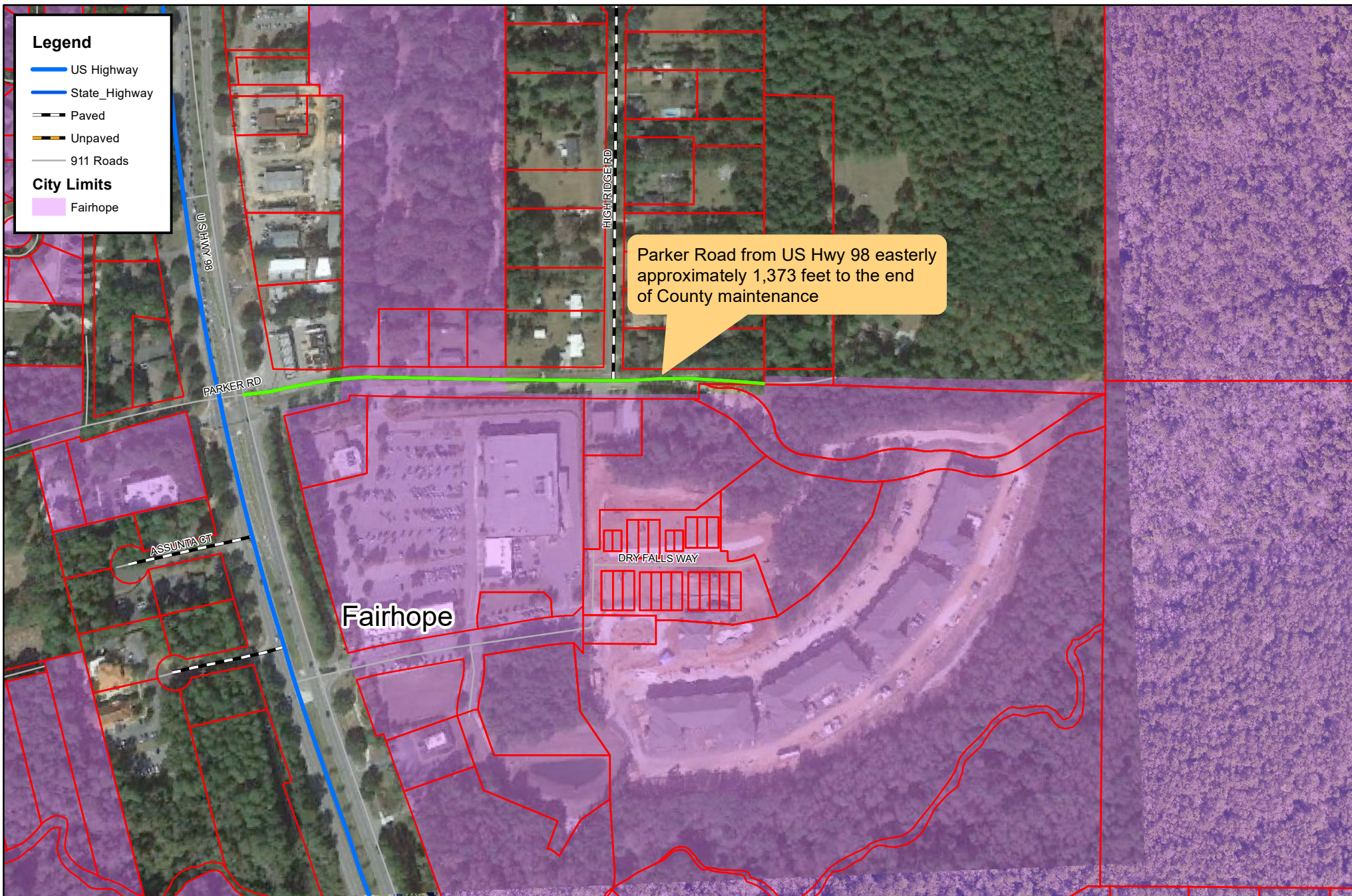
**BALDWIN COUNTY COMMISSION**

By: \_\_\_\_\_  
BILLIE JO UNDERWOOD  
Its: Chairman

ATTEST:

\_\_\_\_\_  
WAYNE DYESS  
County Administrator





## Exhibit A

### Transfer of Maintenance Agreement



0 0.04 0.08 0.12 0.16 Miles







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1486, **Version:** 2

**Item #:** BN5

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** Replacement

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

---

### ITEM TITLE

\*Sedona Subdivision - Road Acceptance

### STAFF RECOMMENDATION

Accept the following subdivision roads in Sedona Subdivision for maintenance and authorize said roads to be added to the County Maintenance Road List contingent upon the Sedona Property Owners Association addressing all sidewalk items (as noted on the attached map) and completing a license agreement with the County for maintenance of the decorative sign posts that currently exist:

<u>Road Name</u>	<u>Length</u>
Sedona Drive	1,375 ft
Plateau Street	594 ft
Havasut Drive	1,602 ft
Mesa Drive	286 ft
Yuma Lane	476 ft

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

#### **Background:**

**Replacement - The private easement on Sedona Drive is now a public right-of-way. The staff recommendation and map have been updated.**

Sedona Subdivision was recorded in 2011 and contains private streets. The original developer wished to have public streets, but lack of right-of-way prevented the County from taking the streets over for maintenance. When being developed, the subdivision did not have frontage on a County maintained street and one property owner between the subdivision and the county road would only grant a private easement to the developer for the subdivision.

**Timeline:**

- Preliminary Plat approved by Planning Commission on May 2006 (preliminary plat showed a public street for access).
- Late June 2006, it was discovered that a portion of the access to the site is a private easement. The developer was notified.
- Developer tried to negotiate/acquire a public right-of-way but the property owner would only allow the private easement.
- In December 2007, Final Plat approved by Planning Commission (with private streets due to the private easement).
- Final Plat recorded June 2011 with private streets.

The Sedona Subdivision Property Owners Association attended the September 24, 2019 Work Session to discuss maintenance of roads in their subdivision. Since that time, the property owner of the private easement has agreed to sale that portion of roadway to the Property Owners Association.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Highway Department will begin maintenance of roads once contingencies are met.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

# SEDONA PROPERTY OWNERS ASSOCIATION, INC.

SEDONA DRIVE  
DAPHNE, ALABAMA 36526

AUGUST 18, 2020

Baldwin County Highway Department  
ATTN: Tyler Mitchell  
Post Office Box 220  
Silverhill, Alabama 36576

**Re: Maintenance of Sedona Drive and Sedona Subdivision Roadways**

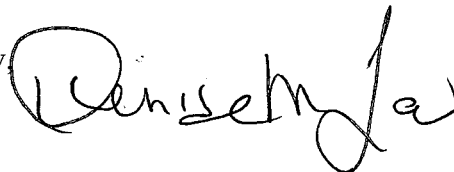
Dear Mr. Mitchell,

The purpose of this correspondence is to request that Baldwin County takeover maintenance of the remaining portion of Sedona Drive and the roadways within the Sedona subdivision upon execution of the necessary deeds. After many months of work, the Sedona POA is nearing completion of all prerequisites for the approval of this request. Enclosed herein you will find minutes from the Sedona POA meeting wherein a vote was held to have Baldwin County takeover maintenance of the roadways. We are also providing drafts of the following for approval by your right-of-way department:

1. Deed from Sedona POA conveying the remaining portion of Sedona Drive to Baldwin County Commission; and
2. Deed from Sedona POA conveying the roadways within the Sedona Subdivision to Baldwin County Commission.

We hereby request that the Baldwin County Commission assume maintenance of the deeded roadways upon receipt and acceptance of the deeds and other necessary documents. We appreciate the significant amount of time that has been invested in this project by you and others at the Baldwin County Highway Department.

Sincerely,



SEDONA PROPERTY OWNERS ASSOCIATION, INC.

By: Denise Laird

As its: President

Enclosures

C/O PRESTWOOD LAW FIRM, LLC  
POST OFFICE BOX 1556  
FAIRHOPE, ALABAMA 36533

# **Sedona HOA Special Meeting Minutes**

*October 29<sup>th</sup>, 2019*

Meeting place: Daphne Public Library

Attendance: Bo Hope, Denise Laird, Shannon Jahner, Rhonda Calhoun, Leon Snipes, Cody Chinrock, Ben Roof, Melissa Love, Armondo Love, Adrienne Smith, Luke Stewart, Stan Laird, Mark Montgomery, Patrick Bane, Shannon Bane, Dale Smith, Jon Walker, Amanda Satonin, Adam Manning, Ashlee Anderson, Ian Moore, Chelsi Patterson, Sheila Bellinger, Jon Jiovenetti, Christina Jiovenetti, Brendan Powel, Cameron Powell, Mike Selby, Linda Selby, Paul Michael, Billy Gardner, Ashley Harvey, Michael Wood, Mike Anderson

Start time: 6:00pm

Order of business:

- Bo Hope gave introduction of Officers.
- History and background of Sedona Neighborhood given to attendees
  - EME, Right of Way ownership, previous management companies, and builders
- Currently school buses are now allowed in the neighborhood with pick up at Sedona sign.
- Explanation of what areas are common areas that the Sedona POA owns.
  - Around Sedona sign, all islands in cul-de-sac's, and island on Havasu.
- The uncovering that EME (developer) still owns the roads. They deeded over the Common areas, but believed to be a mistake that they did not deed over the roads at the same time.
- Ongoing negotiation with the Right of Way owners. There will be a signed agreement from both sides before the financial transaction takes place.
- Reviews the pros and cons of public vs. private roads.
- Financial projections for public vs. private roads.
  - Bo Hope gave review of each scenario.
  - Review of 2019 budget vs. actual up until meeting date was given.
  - 2020 Budget for each scenario (public vs. private) was given.
  - Reviewed additional costs and savings for 2020.
- Members proposed to take out a \$30,000 loan to make the roads public.

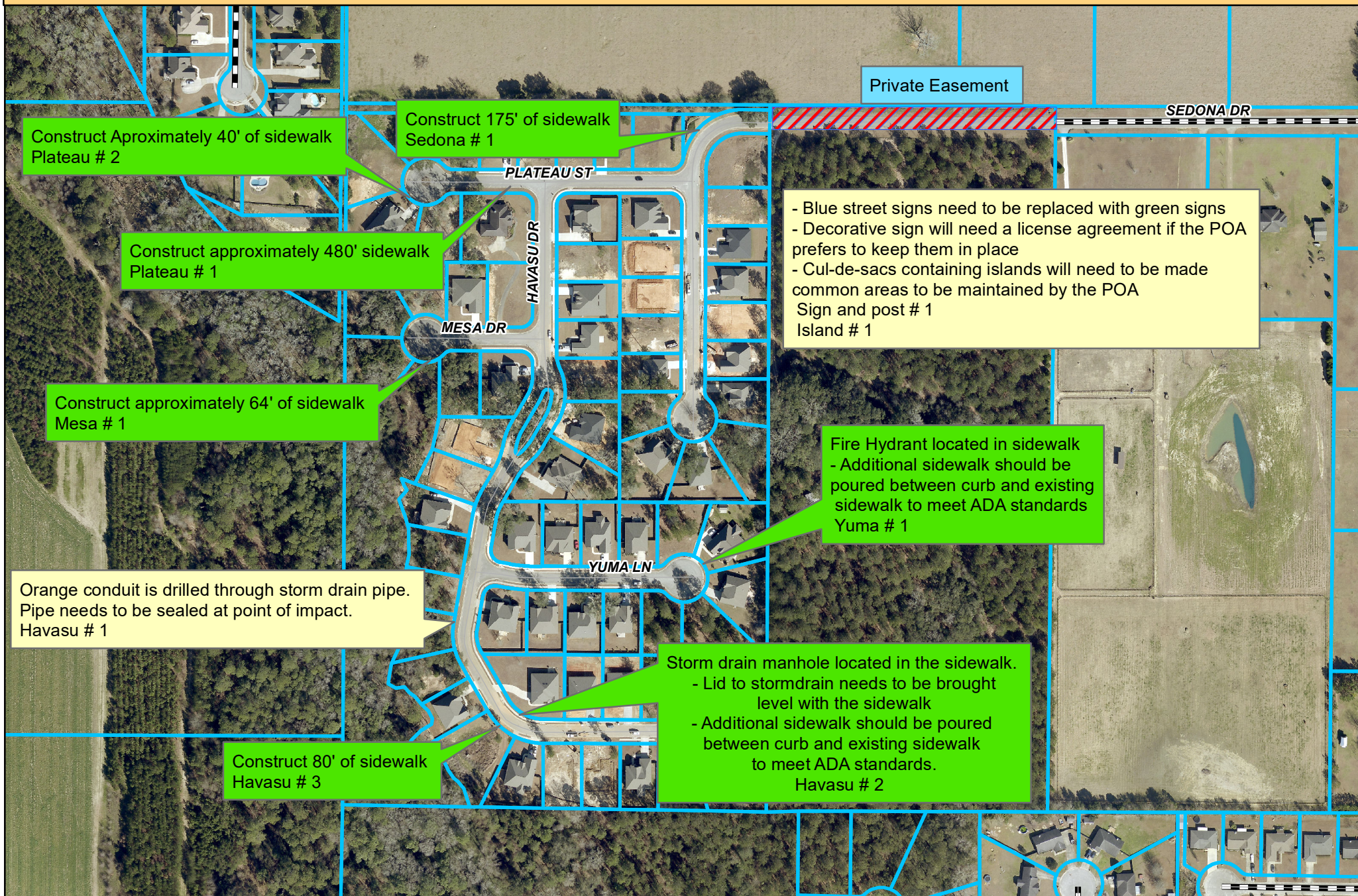
- An additional meeting at a date TBD in 2020 will be held to discuss new business and the following old business - the status of the ROW, the status of the County ownership of the roads and the details of the loan.
- Vote was unanimous for the roads to be made public and allowing the Board to take out a loan of \$30,000.
  - 20 total proxy votes were received prior to the meeting commencing that unanimously voted to make roads public and allowing the Board to take out loan.
  - 23 total votes were made at the meeting.
  - 43 total votes were taken constituting a quorum.
- Announcement was made that we need two more individuals for the Board of Directors. Anyone interested should contact a Board Member for information.

7:45pm – meeting commenced





# Sedona Subdivision Site Map







# Sedona Subdivision Site Map

**BN5 - Replacement Attachment**  
September 1, 2020, Regular Meeting  
Revised Site Map







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1486, **Version:** 1

**Item #:** BN5

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

---

### **ITEM TITLE**

Sedona Subdivision - Road Acceptance

### **STAFF RECOMMENDATION**

Accept the following subdivision roads in Sedona Subdivision for maintenance and authorize said roads to be added to the County Maintenance Road List contingent upon the Sedona Property Owners Association addressing all sidewalk items (as noted on the attached map) and completing a license agreement with the County for maintenance of the decorative sign posts that currently exist:

<b><u>Road Name</u></b>	<b><u>Length</u></b>
Sedona Drive	592 ft (currently private easement)
Sedona Drive	783 ft
Plateau Street	594 ft
Havasut Drive	1,602 ft
Mesa Drive	286 ft
Yuma Lane	476 ft

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** Sedona Subdivision was recorded in 2011 and contains private streets. The original developer wished to have public streets, but lack of right-of-way prevented the County from taking the streets over for maintenance. When being developed, the subdivision did not have frontage on a County maintained street and one property owner between the subdivision and the county road would only grant a private easement to the developer for the subdivision.

Timeline:

- Preliminary Plat approved by Planning Commission on May 2006 (preliminary plat showed a public street for access).

- Late June 2006, it was discovered that a portion of the access to the site is a private easement. The developer was notified.
- Developer tried to negotiate/acquire a public right-of-way but the property owner would only allow the private easement.
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The Sedona Subdivision Property Owners Association attended the September 24, 2019 Work Session to discuss maintenance of roads in their subdivision. Since that time, the property owner of the private easement has agreed to sale that portion of roadway to the Property Owners Association.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Highway Department will begin maintenance of roads once contingencies are met.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

# SEDONA PROPERTY OWNERS ASSOCIATION, INC.

SEDONA DRIVE  
DAPHNE, ALABAMA 36526

AUGUST 18, 2020

Baldwin County Highway Department  
ATTN: Tyler Mitchell  
Post Office Box 220  
Silverhill, Alabama 36576

**Re: Maintenance of Sedona Drive and Sedona Subdivision Roadways**

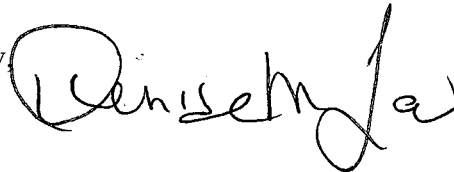
Dear Mr. Mitchell,

The purpose of this correspondence is to request that Baldwin County takeover maintenance of the remaining portion of Sedona Drive and the roadways within the Sedona subdivision upon execution of the necessary deeds. After many months of work, the Sedona POA is nearing completion of all prerequisites for the approval of this request. Enclosed herein you will find minutes from the Sedona POA meeting wherein a vote was held to have Baldwin County takeover maintenance of the roadways. We are also providing drafts of the following for approval by your right-of-way department:

1. Deed from Sedona POA conveying the remaining portion of Sedona Drive to Baldwin County Commission; and
2. Deed from Sedona POA conveying the roadways within the Sedona Subdivision to Baldwin County Commission.

We hereby request that the Baldwin County Commission assume maintenance of the deeded roadways upon receipt and acceptance of the deeds and other necessary documents. We appreciate the significant amount of time that has been invested in this project by you and others at the Baldwin County Highway Department.

Sincerely,



SEDONA PROPERTY OWNERS ASSOCIATION, INC.

By: Denise Laird

As its: President

Enclosures

C/O PRESTWOOD LAW FIRM, LLC  
POST OFFICE BOX 1556  
FAIRHOPE, ALABAMA 36533

# **Sedona HOA Special Meeting Minutes**

*October 29<sup>th</sup>, 2019*

Meeting place: Daphne Public Library

Attendance: Bo Hope, Denise Laird, Shannon Jahner, Rhonda Calhoun, Leon Snipes, Cody Chinrock, Ben Roof, Melissa Love, Armondo Love, Adrienne Smith, Luke Stewart, Stan Laird, Mark Montgomery, Patrick Bane, Shannon Bane, Dale Smith, Jon Walker, Amanda Satonin, Adam Manning, Ashlee Anderson, Ian Moore, Chelsi Patterson, Sheila Bellinger, Jon Jiovenetti, Christina Jiovenetti, Brendan Powel, Cameron Powell, Mike Selby, Linda Selby, Paul Michael, Billy Gardner, Ashley Harvey, Michael Wood, Mike Anderson

Start time: 6:00pm

Order of business:

- Bo Hope gave introduction of Officers.
- History and background of Sedona Neighborhood given to attendees
  - EME, Right of Way ownership, previous management companies, and builders
- Currently school buses are now allowed in the neighborhood with pick up at Sedona sign.
- Explanation of what areas are common areas that the Sedona POA owns.
  - Around Sedona sign, all islands in cul-de-sac's, and island on Havasu.
- The uncovering that EME (developer) still owns the roads. They deeded over the Common areas, but believed to be a mistake that they did not deed over the roads at the same time.
- Ongoing negotiation with the Right of Way owners. There will be a signed agreement from both sides before the financial transaction takes place.
- Reviews the pros and cons of public vs. private roads.
- Financial projections for public vs. private roads.
  - Bo Hope gave review of each scenario.
  - Review of 2019 budget vs. actual up until meeting date was given.
  - 2020 Budget for each scenario (public vs. private) was given.
  - Reviewed additional costs and savings for 2020.
- Members proposed to take out a \$30,000 loan to make the roads public.

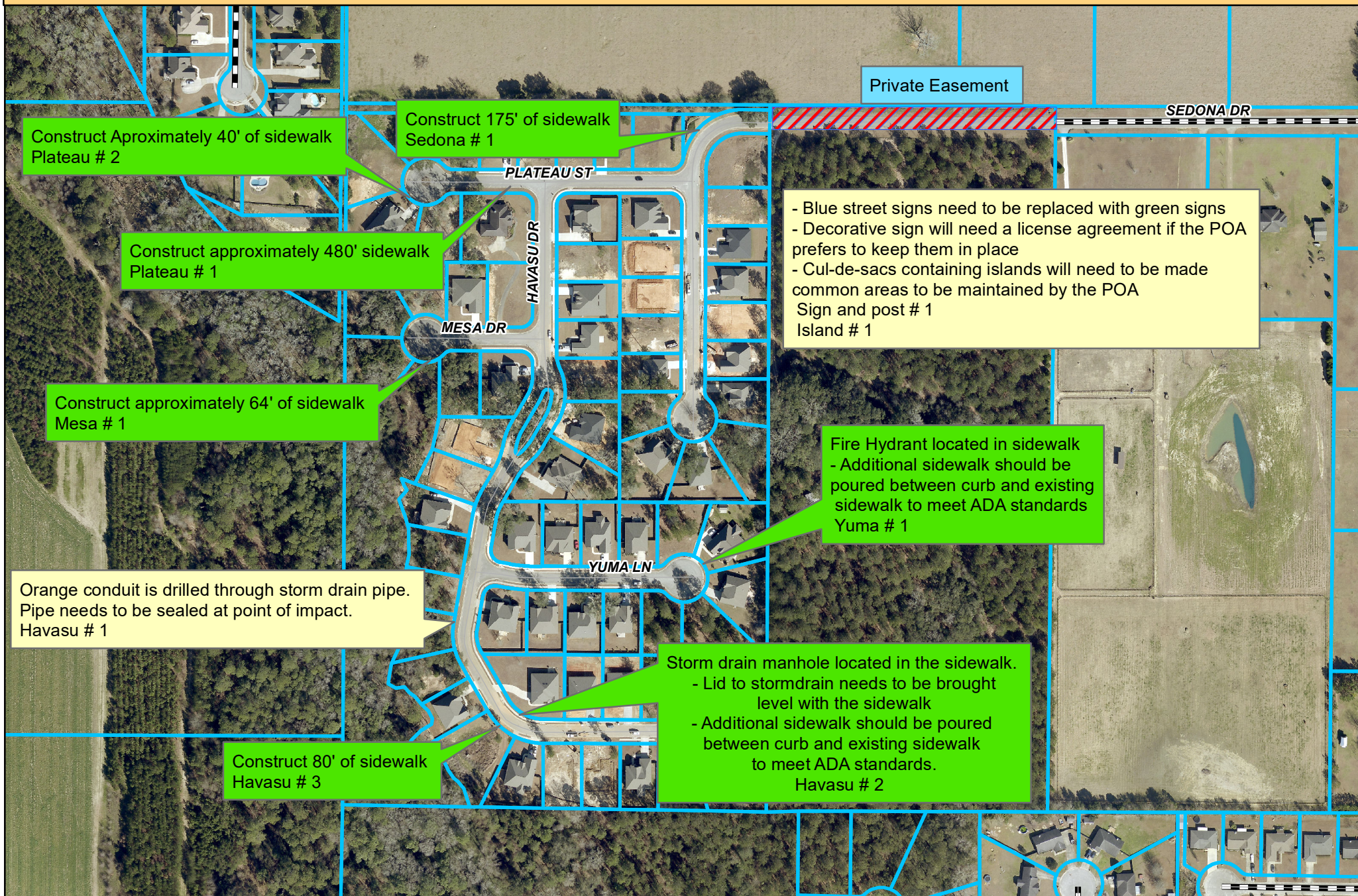
- An additional meeting at a date TBD in 2020 will be held to discuss new business and the following old business - the status of the ROW, the status of the County ownership of the roads and the details of the loan.
- Vote was unanimous for the roads to be made public and allowing the Board to take out a loan of \$30,000.
  - 20 total proxy votes were received prior to the meeting commencing that unanimously voted to make roads public and allowing the Board to take out loan.
  - 23 total votes were made at the meeting.
  - 43 total votes were taken constituting a quorum.
- Announcement was made that we need two more individuals for the Board of Directors. Anyone interested should contact a Board Member for information.

7:45pm – meeting commenced





# Sedona Subdivision Site Map







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1467, **Version:** 1

**Item #:** BQ1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Kim Peacock, Animal Shelter Manager

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Animal Control Department - Employment of One (1) Animal Placement Specialist

### **STAFF RECOMMENDATION**

Approve the employment of Dixie Donald to fill the open Animal Placement Specialist position (PID #5353) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually) to be effective no sooner than September 8, 2020.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Animal Placement Specialist was vacated in July 2020, due to the termination of employees. The County Administrator respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$26,971.36 - budgeted

**Budget line item(s) to be used:** 55410.5113

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**



N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1474, **Version:** 1

**Item #:** BQ2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Junius Long, Facilities Maintenance Coordinator

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Building Maintenance Department - Employment of One (1) Building Maintenance Engineer II

### **STAFF RECOMMENDATION**

Approve the employment of Cleophus Funches to fill the open Building Maintenance Engineer II position (PID #348) at a grade J-EL (\$17.176 per hour / \$35,726.08 annually) to be effective no sooner than September 8, 2020.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Building Maintenance Engineer II position was vacated in August 2020, due to the promotion of the previous employee. The County Administrator respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$35,726.08 - budgeted

**Budget line item(s) to be used:** 51995.5113

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1469, **Version:** 1

**Item #:** BQ3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Commission Administration Department - Employment of One (1) Administrative Support Specialist IV Position

### **STAFF RECOMMENDATION**

Approve the employment of Carjetta Crook to fill the open Administrative Support Specialist IV position (PID #5464) at a grade J-EL (\$17.176 per hour / \$35,726.08 annually) to be effective no sooner than September 8, 2020.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Administrative Support Specialist IV position was vacated in July 2020, due to the resignation of the previous employee. The County Administrator respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$35,726.08 - budgeted

**Budget line item(s) to be used:** 51125.5113

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1468, **Version:** 1

**Item #:** BQ4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Custodial Department - Employment of One (1) Custodian Position

### **STAFF RECOMMENDATION**

Approve the employment of Kasonya Flowers to fill the open Custodian position (PID #549) at a grade E-EL (\$10.781 per hour / \$22,424.48 annually) to be effective no sooner than September 8, 2020.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Custodian position was vacated in July 2020, due to the resignation of the previous employee. The County Administrator respectfully requests the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$22,424.48 - budgeted

**Budget line item(s) to be used:** 51996.5113

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by: N/A**

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation? N/A**

**If the proof of publication affidavit is not attached, list the reason: N/A**

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up: N/A**

**Individual(s) responsible for follow up: Personnel - Implement Changes**

**Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A**

**Additional instructions/notes: N/A**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1470, **Version:** 1

**Item #:** BQ5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Highway Department (Foley) - Personnel Changes

### **STAFF RECOMMENDATION**

Approve the promotion of Brian Lunsford from the Laborer position (PID #5495) grade E-EL (\$10.781 per hour / \$22,242.48 annually) to fill the open Operator Technician I position (PID #638) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually) to be effective no sooner than September 14, 2020.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Operator Technician I position was vacated in July 2020 due to the promotion of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$26,971.36 - budgeted

**Budget line item(s) to be used:** 53113.5113

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A



**Reviewed/approved by: N/A**

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation? N/A**

**If the proof of publication affidavit is not attached, list the reason: N/A**

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up: N/A**

**Individual(s) responsible for follow up: Personnel - implement changes**

**Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A**

**Additional instructions/notes: N/A**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1472, **Version:** 1

**Item #:** BQ6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Highway Department (Traffic Operations) - Personnel Changes

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the employment of Braxton Hill to fill the open Traffic Control Technician II (Stripe) position (PID #5173) at a grade H-EL (\$14.246 per hour / \$29,631.68 annually); and
- 2) Approve the employment of Christopher Dearborn to fill the open Traffic Control Technician II (Sign) position (PID #503) at a grade H-EL (\$14.246 per hour / \$29,631.68 annually); and
- 3) Approve the employment of Keegan Ellis to fill the open Traffic Control Technician II (Sign) position (PID #5384) at a grade H-EL (\$14.246 per hour / \$29,631.68 annually); and
- 3) Approve the employment of Michael Yanny to fill the open Traffic Control Technician I (Stripe) position (PID #5497) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually).

These actions will effective no sooner than September 8, 2020.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** These positions were vacated in June/July 2020, by promotion/resignation of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$115,866.40 - budgeted

**Budget line item(s) to be used:** 53135.5113

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1475, **Version:** 1

**Item #:** BQ7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Personnel Department - Employee Handbook Changes

### **STAFF RECOMMENDATION**

**Action Item with discussion needed for the Commission to discuss changing employee policies to coincide with the implementation of the salary survey.**

As authorized pursuant to Section 45-2-120, et.seq., Code of Alabama 1975, and without limitation, and related to the Baldwin County Commission Employee Handbook, approve revisions, effective September 28, 2020, to policies I.G. Wage and Salary Administration, II.O. Performance Appraisals, II.R. Promotions, and I.F. Job Classifications, as set forth in the Employee Handbook as expressly amended by these provisions. All other terms, provisions and policies contained in the Employee Handbook shall remain in full force and effect. In the event of a conflict between the amended provisions and the remaining provisions contained in the Employee Handbook, the amended provisions shall govern, and the contrary or conflicting provision in the Employee handbook shall be deemed repealed.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Baldwin County Employee Handbook was adopted on April 2, 2013, and amended on January 21, 2020. The Personnel Director recommends updating the above policies to coincide with the approved salary survey pay and classification system recommendations.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

## I.G. Wage and Salary Administration

The compensation plan intends to provide equal compensation for work of equivalent responsibility, pay according to work performance and/or outstanding service. Each position is rated according to experience, knowledge, training, duty complexity, leadership, effect of errors, communication, problem solving, physical demands, potential work hazards, stewardship and responsibility and education.

Employees are generally hired at the entry level of the position's pay grade, but may receive a different amount depending on experience and skill level.

~~Classified non-exempt (hourly) employees may receive an increase in pay based on the overall score of the performance appraisal. Employees who receive an overall rating of 3.0 or higher are eligible to receive a merit increase. Merit increases are based on the step an employee is in within his or her classification. Employees hired or promoted before January 1, 2017 who are at entry level up to a step two (2) will be eligible for a 2.5% increase. Once an employee reaches a step two (2) then the employee is eligible for a 5% increase annually until the employee reaches a step eight (8). Employees who reach a step eight (8) or higher are eligible for a 2.5% increase annually. Employees hired or promoted after January 1, 2017, shall only be eligible for a 2.5% increase annually.~~

~~Classified non-exempt (hourly) and classified exempt (salaried) employees may receive an increase in pay based on the overall score of the performance appraisal. Employees who receive an overall rating of 3.0 or higher are eligible to receive an increase in pay which is usually in the form of a percentage over the current salary level, up to, but not exceeding, the top of the salary scale for his or her job title as outlined in Section II.O. Performance Appraisals.~~

~~(MOVED TO SECTION II.O) All exempt and non-exempt merit increases will take effect the first full pay period of the month following the employee's annual anniversary of hire date or annual anniversary of promotion. (ie: November hire date increase effective first full pay period of December.)~~

~~Additionally, classified employees will receive a 1% cost of living increase at the beginning of each fiscal year.~~

Notwithstanding anything contained in this employee handbook to the contrary, all funding for increases in pay must be approved in the fiscal year budget by the Baldwin County Commission, in its discretion, and may be suspended and/or frozen at any time and for any reason deemed appropriate by the Baldwin County Commission.

~~(MOVED TO SECTION II.O) Increases shall not be approved if an employee's record indicates unsatisfactory job performance, including, but not limited to, any of the following:~~

- ~~1. Suspensions since the last evaluation date;~~
- ~~2. Two (2) documented disciplinary actions since the last evaluation date; or~~
- ~~3. Documented lack of care, misuse or negligence involving County property since the last evaluation date.~~

## II.O. Performance Appraisals

The performance appraisal is a systematic method of appraising and strengthening an employee's performance. Supervisors make a rated evaluation based on factors such as job knowledge, job duties, leadership, promotion of accuracy, safety, communication, problem solving, stewardship and responsibility. He or she reviews the position description for any necessary changes and gives feedback about the employee's performance. Together, the supervisor and employee may develop goals to improve job skills and enhance performance.

The Baldwin County performance appraisal system is based on a scale of 1.0 – 5.0. An overall score of 3.0 or higher is deemed to be satisfactory. A score below 3.0 is deemed unsatisfactory, and a corrective action plan will be developed by the supervisor and employee, unless disciplinary actions, including, but not limited to, termination, is deemed necessary. The written performance appraisals will be reviewed with the employee and retained in the employee's personnel file.

Probationary employees will receive an evaluation prior to the end of the six (6) month probationary period. Probationary employees must receive a satisfactory evaluation of at least a 3.0 on a scale from 1.0 – 5.0 to be deemed a classified employee. If a probationary employee receives less than a 3.0 on the evaluation, then the evaluation will be considered unsatisfactory and the employee will be terminated. Probationary employees will then be evaluated at the end of their first year of consecutive employment. Probationary employees hired on or after January 1, 2017, are not eligible for a merit increase until he or she has completed one (1) consecutive year of employment and receives a score of 3.0 or higher on his or her one (1) year evaluation.

~~Hourly (non-exempt), non-probationary employees, hired before January 1, 2017, will be evaluated according to the step within the classification of the position in which the employee holds. If an employee is entry level through step two (2), an evaluation will be performed every six (6) months from the first day of the month following the date of employment until he or she reaches a step two (2). Once the employee reaches a step two (2) or higher, an evaluation will be performed annually.~~

~~Hourly (non-exempt), non-probationary employees, hired on or after January 1, 2017, will be evaluated annually and will receive a 2.5% or one (1) step merit increase if the employee scores a 3.0 or above on his or her evaluation.~~

Annual written performance appraisals will be performed on all non-probationary hourly (non-exempt), salaried (exempt) employees, and Appointed Employees, on anniversary of hire date or anniversary of promotion date. ~~The employee will receive a 2.5% merit increase if he or she scores a 3.0 or above on his or her evaluation. Classified exempt (salaried)~~ These employees may receive an increase in pay based on the overall score of the performance appraisal. Employees who receive an overall rating of 3.0 or higher are eligible to receive an increase in pay which is usually in the form of a percentage over the current salary level, up to, but not exceeding, the top of the salary scale for his or her job title. Performance appraisal percentage increases are as follows:

Performance Appraisal Score		Merit Increase
<i>From</i>	<i>To</i>	
3.0	3.39	1.50%
3.4	3.79	2.00%
3.8	4.19	2.50%
4.2	4.59	3.00%
4.6	5.0	3.50%

All exempt and non-exempt merit increases will take effect the first full pay period of the month following the employee's annual anniversary of hire date or annual anniversary of promotion. (ie: November hire date increase effective first full pay period of December.)

Additionally, classified employees will receive a 1% cost of living increase at the beginning of each fiscal year.

Increases shall not be approved if an employee's record indicates unsatisfactory job performance, including, but not limited to, any of the following:

4. Suspensions since the last evaluation date;
5. Two (2) documented disciplinary actions since the last evaluation date; or
6. Documented lack of care, misuse or negligence involving County property since the last evaluation date.

When merit increases have been suspended and/or frozen by the Baldwin County Commission, evaluations will be conducted on an annual basis, with the exception of new employees which receive semi-annual evaluations for the first year of employment.

Notwithstanding anything contained in this employee handbook to the contrary, all funding for increases in pay must be approved in the fiscal year budget by the Baldwin County Commission, in its discretion, and may be suspended and/or frozen at any time and for any reason deemed appropriate by the Baldwin County Commission.

## **II.R. Promotions**

Baldwin County continually strives to promote employees and fill job vacancies on an equal opportunity basis. Promotions are based on an objective evaluation of each vacancy and the candidates involved. When possible, Baldwin County will promote from within and will first consider employees with the necessary qualifications and skills, unless outside recruitment is deemed to be in the best interest of the County. However, to be eligible for a promotion, the employee must be able to meet the requirements of the new position, must have satisfactory performance, must have held the current position for at least six (6) months, with the exception of employees within the same department doing similarly situated position duties, and must have no adverse disciplinary actions during the same time period. All promotions will result in an



hourly/salary rate increase of ~~no less than 5%~~ 8% over the previous pay, into a higher pay grade, and no less than the lowest hourly rate/salary applicable for the new position's pay grade.

~~Promotions approved after January 1, 2017 will have an annual evaluation date of the date of promotion and will follow the merit increase guidelines as outlines in Section I.G. Wage & Salary Administration.~~

Employees may view job postings ~~on the central job posting area outside~~ at the Personnel Department, on various locations throughout the County system, and on the Baldwin County external web site ([www.baldwincountyal.gov](http://www.baldwincountyal.gov)). ~~, or on the Baldwin County intranet (BCAP).~~ Selected openings may be advertised through various means.

Baldwin County reserves the right to fill department vacancies, which result in a promotion, within the employee's current department without posting the position.

Notwithstanding anything contained in this employee handbook to the contrary, all funding for increases in pay must be approved in the fiscal year budget by the Baldwin County Commission, in its discretion, and may be suspended and/or frozen at any time and for any reason deemed appropriate by the Baldwin County Commission.

## **I.F. Job Classifications**

All job classifications are based on an analysis of the duties and responsibilities of each position and requirements of education, training, experience, skills, knowledge and abilities necessary for the position. ~~If a position is reclassified to a higher pay grade due to increase in duties, the move will result in a 2.5% increase above the employee's current salary.~~ New employees or employees transferring or being promoted to new positions shall receive a copy of the new position description. All classified positions and position descriptions shall be approved and funded by the Baldwin County Commission.

Position descriptions do not necessarily cover every task or duty that might be assigned, and additional responsibilities may be assigned as necessary. The Personnel Department keeps position descriptions on file.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1471, **Version:** 1

**Item #:** BQ8

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Harry D'Olive, Probate Judge

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Probate Office - Employment of Two (2) License Revenue Officer I Positions

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the employment of Amber Hansen to fill the open License Revenue Officer I position (PID #3052) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually); and
- 2) Approve the employment of Brianna Owens to fill the open License Revenue Officer I position (PID #3051) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually).

These actions will be effective no sooner than September 8, 2020.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The License Revenue Officer I positions were vacated in July/August 2020, due to the resignation of the previous employees. The Probate Judge respectfully requests the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$53,942.72 - budgeted

**Budget line item(s) to be used:** 51300.5113

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1473, **Version:** 1

**Item #:** BQ9

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Ron Cink, Budget Director

Heather Gwynn, Sales, Use, and License Tax Coordinator

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Sales, Use, and License Tax Department - Position Changes

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the employment of Beverly Moon to fill the Audit Compliance Officer Trainee position (PID #5530) at a grade EC-06 (\$37,063.00 annually) to be effective no sooner than September 8, 2020; and
- 2) Create an Audit Compliance Officer Trainee position (PID #TBD) (EC-06 range: \$37,063 - \$58,709 annually) ; and
- 3) Approve the employment of Blake Blair to fill the Audit Compliance Officer Trainee position (PID #TBD) at a grade EC-06 (\$37,063.00 annually) to be effective no sooner than September 8, 2020; and
- 4) Abolish the Audit Compliance Officer position (PID #1013) (EC-07 range: \$44,476 - \$70,450 annually) to be effective no sooner than October 1, 2020.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Audit Compliance Officer Trainee position was vacated in March 2020 due to the termination previous employee and the Audit Compliance Officer position will be vacated in October 2020, due to the retirement of the current employee. The Sales, Use, and License Tax Coordinator, with the concurrence of the Budget Director, respectfully requests that the above recommendations are approved.

**FINANCIAL IMPACT**

**Total cost of recommendation:** \$74,126.00 - budgeted

**Budget line item(s) to be used:** 51750.5113

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1498, **Version:** 1

**Item #:** CA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Keri Green, Commission Executive Assistant

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### **ITEM TITLE**

Association of County Commissions of Alabama (ACCA) Baldwin County Award Winners

### **STAFF RECOMMENDATION**

Presentation of Certificates in County Administration to the following County employees for completion of educational requirements as administered by the Alabama Local Government Training Institute and ACCA:

Christie Davis

Connie Dudgeon

Makayla Shiver

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** N/A

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** Administration: Take pictures of the recipients with their certificates and send to Abby Fitzpatrick to include in ACCA's press release. - afitzpatrick@alabamacounties.org

**Individual(s) responsible for follow up:** N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1496, **Version:** 1

**Item #:** CA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Sherry-Lea Bloodworth Botoy, Public Information Coordinator

**Submitted by:** Sherry-Lea Bloodworth Botoy, Public Information Coordinator

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### **ITEM TITLE**

JJPR, LLC Branding, Development and Marketing Plan for Baldwin County

### **STAFF RECOMMENDATION**

As relates to the presentation of the Branding, Development and Marketing Plan for Baldwin County by JJPR, LLC, take the following actions:

- 1) Accept and approve the revised Scope of Work based on the information attached, updated and presented to Commission on January 14, 2020, February 10, 2020, and during a video presentation shared during the Strategic Planning Retreat held on June 15, 2020; and
- 2) Accept and approve the brand created for Baldwin County by JJPR, LLC.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** September 20, 2019

**Background:** During the May 14, 2019, BCC Work Session, the Commission discussed marketing and branding for Baldwin County. Mr. Lee Lawson with the Baldwin County Economic Development Alliance (BCEDA) and Ms. Jennifer Jenkins with JJPR, LLC were present during the meeting to discuss the BCEDA's marketing strategies and the importance for the message from the BCEDA and the County Commission to be unified and cross promotional.

JJPR, LLC submitted a proposal for branding and marketing plan for the County, which the Commission discussed during its September 10, 2019, work session.

On September 20, 2019, the Commission accepted the proposal from JJPR, LLC for Branding, Creative Development and Marketing Plan for Baldwin County in a total amount of \$13,250.00 and authorized the Chairman to execute an agency agreement between JJPR, LLC and the Baldwin County Commission for marketing and public relations services, as follows:

### **BRAND BALDWIN COUNTY TO REACH RESIDENTS**



- Design a logo for Baldwin County with tagline, color exploration, and development of a brand standards manual
- Develop tagline
- Design social media graphics package and/or stationery

#### CREATE STRATEGIC MARKETING PLAN

- Develop a strategic marketing plan with recommendations for Baldwin County, Alabama to reach prospective and current residents of the county to promote living in, working in and relocating to Baldwin County.
- Recommendations will include marketing for parks and historic sites throughout the county.

#### BUILD NEW WEBSITE\*

- Develop new “micro” website to brand and market Baldwin County to prospective and current residents

\*After JJPR met with the CIS team and evaluated the current website, it was determined that microsites were not the solution. Citizen feedback stated that the most important resource the county has is the website and improving the entire website was determined to be the route to pursue. JJPR interviewed multiple website companies and will provide recommendations.

#### BRAND PARKS AND HISTORIC SITES\*

- Develop creative materials such as signage and brochures for parks and historic sites within the county
- Use new microsite to promote parks and historic sites- Creative Development and Strategic Marketing Plan

\*As stated under microsite (above) an overall site redesign is recommended. After meeting with Highway and County Administrator, it was determined that signs for parks and historic sites will remain colors that meet national standards. JJPR worked on wayfinding signage for county facilities to help our customers more easily navigate services. Brochure design was also created for sites and services to be used in county facilities and other county sites as appropriate.

#### FINANCIAL IMPACT

**Total cost of recommendation:** Pay remaining 50% of the completed project

**Budget line item(s) to be used:** Contract Services - 51125.5150

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

#### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration - Project follow up with:

Jennifer Jenkins, President  
JJPR, LLC  
25895A Friendship Road  
Daphne, Alabama 36526

jennifer@jjpragency.com

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

# PROJECT ESTIMATE

## BALDWIN COUNTY COMMISSION

### BRANDING, CREATIVE DEVELOPMENT AND MARKETING PLAN

DESCRIPTION	COST
<b>BRAND IDENTITY CREATIVE DEVELOPMENT</b> <ul style="list-style-type: none"><li>• Brand identity development for Baldwin County Commission to include design and development of a logo for Baldwin County, tagline, color exploration, and development of a brand standards manual</li><li>• Creative development of six logo concepts and five rounds of revisions to the selected concept before final</li><li>• Creative development of taglines for Baldwin County</li><li>• Preparation of files in electronic format to send to client and/or printer (does not include printing)</li></ul>	<b>\$3,500</b>
<b>STRATEGIC MARKETING PLAN AND WEBSITE APPROACH</b> <ul style="list-style-type: none"><li>• Develop a strategic marketing plan with recommendations for Baldwin County, AL to reach prospective and current residents of the county in order to promote living in, working in and relocating to Baldwin County. Recommendations will include marketing for parks and historic sites throughout the county</li><li>• Research and present approach for a comprehensive redesign of the Baldwin County website using a government industry-specific website vendor</li><li>• Consult with Baldwin County's strategic planning team to coordinate efforts</li></ul>	<b>\$6,500</b>
<b>BALDWIN COUNTY PARKS AND HISTORIC SITES MARKETING AND CREATIVE DEVELOPMENT</b> <ul style="list-style-type: none"><li>• Develop creative materials including signage and brochures for marketing parks and historic sites within the county as well as welcome centers, rest areas</li><li>• Include detailed verbiage on new micro-site to promote parks and historic sites</li></ul>	<b>\$2,000</b>

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

This estimate includes all costs to complete the work as specified for up to 40 hours of creative services. Any changes due to client alterations will be at additional charge or re-estimated. Prices quoted are good for 30 days from date submitted. Excludes printing and production. Upon reaching 30% overage of est. hours, we will initiate an hourly rate of \$150/hour with ample notice prior to initiating hourly billing. Any work requested by Client of Agency beyond the scope of work detailed above shall be estimated separately by project and approved by Client prior to work commencing.

# PROJECT ESTIMATE

## BALDWIN COUNTY COMMISSION

### BRANDING, CREATIVE DEVELOPMENT AND MARKETING PLAN

DESCRIPTION	COST
<b>BRAND IDENTITY CREATIVE DEVELOPMENT</b> <ul style="list-style-type: none"><li>• Brand identity development for Baldwin County Commission to include design and development of a logo for Baldwin County, tagline, color exploration, and development of a brand standards manual</li><li>• Creative development of three initial logo concepts and three rounds of revisions to the selected concept before final</li><li>• Creative development of taglines for Baldwin County with three rounds of revisions</li><li>• Preparation of files in electronic format to send to client and/or printer (does not include printing)</li></ul>	<b>\$3,500</b>
<b>STRATEGIC MARKETING PLAN AND MICRO WEBSITE DEVELOPMENT</b> <ul style="list-style-type: none"><li>• Develop a strategic marketing plan with recommendations for Baldwin County, AL to reach prospective and current residents of the county in order to promote living in, working in and relocating to Baldwin County. Recommendations will include marketing for parks and historic sites throughout the county</li><li>• Develop new microsite to brand and market Baldwin County to prospective and current residents</li></ul>	<b>\$6,500</b>
<b>BALDWIN COUNTY PARKS AND HISTORIC SITES MARKETING AND CREATIVE DEVELOPMENT</b> <ul style="list-style-type: none"><li>• Develop creative materials including signage and brochures for marketing parks and historic sites within the county as well as welcome centers, rest areas</li><li>• Include detailed verbiage on new micro-site to promote parks and historic sites</li></ul>	<b>\$2,000</b>

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

This estimate includes all costs to complete the work as specified for up to 40 hours of creative services. Any changes due to client alterations will be at additional charge or re-estimated. Prices quoted are good for 30 days from date submitted. Excludes printing and production. Upon reaching 30% overage of est. hours, we will initiate an hourly rate of \$150/hour with ample notice prior to initiating hourly billing. Any work requested by Client of Agency beyond the scope of work detailed above shall be estimated separately by project and approved by Client prior to work commencing.

# BALDWIN

— COUNTY, ALABAMA —

EST. 1809

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BRAND STANDARDS MANUAL

## PRIMARY LOGO



## ALTERNATE LOGOS

### VERTICAL



### HORIZONTAL



## LOGO VARIATIONS

### BLUE



### RED



### BLACK



### WHITE



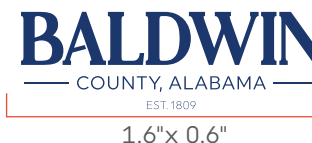
## CLEAR SPACE



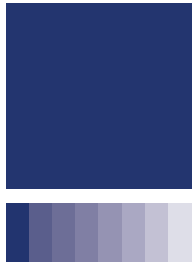
1/2x = height of the 'B'  
around the logo mark

All forms of the Baldwin County, Alabama logo must have a designated clear space on all sides unoccupied by other elements.

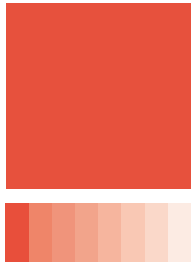
## SMALLEST SCALABLE SIZE



## COLOR PALETTE



PMS 288 C  
HEX # 1E376C  
R: 36 G: 53 B: 111  
C: 100 M: 91 Y: 26 K: 15



PMS 7625 C  
HEX # E7503D  
R: 231 G: 80 B: 61  
C: 4 M: 84 Y: 82 K: 0



PMS 628 C  
HEX # B7DCE1  
R: 183 G: 221 B: 226  
C: 27 M: 2 Y: 10 K: 0

## UNACCEPTABLE USAGE

### DO NOT DISTORT



### DO NOT ROTATE



### DO NOT CROP



### DO NOT ADD SPECIAL EFFECTS



### DO NOT CHANGE COLORS



## FONT FAMILY

### HEADLINES

NIGHT

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
NOPQRSTUVWXYZ

### SUBHEADS

UNIFORM  
Medium

AaBbCcDdEeFfGgHhIiJjKkLlMm  
NnOoPpQqRrSsTtUuVvWwXxYyZz  
0123456789

### BODY COPY

UNIFORM  
Regular

AaBbCcDdEeFfGgHhIiJjKkLlMm  
NnOoPpQqRrSsTtUuVvWwXxYyZz  
0123456789

### WORD

ARIAL

AaBbCcDdEeFfGgHhIiJjKkLlMm  
NnOoPpQqRrSsTtUuVvWwXxYyZz  
0123456789

### WEB COPY

NUNITO  
Regular

AaBbCcDdEeFfGgHhIiJjKkLlMm  
NnOoPpQqRrSsTtUuVvWwXxYyZz  
0123456789

## FILE TYPES AND THEIR USES

**.EPS** files are vector art that have a transparent background and are the most preferred file type for design, as they can be scaled to any size without losing resolution. These will typically be the files used for signage or merchandise.

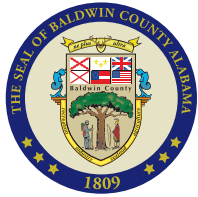
**.AI** files are also vector art that have a transparent background and are the most preferred file type for design, as they can be scaled to any size without losing resolution. (.AI files are the original artwork.)

**.PDF** files will also sometimes have a transparent background and are good substitutes if you don't have an .EPS or .AI file.

**.JPG** files are the *least preferred* file type, as they are restricted to the size created at 300 dpi and will become low resolution if scaled above the original size — .JPG files are most commonly used for Microsoft Office programs such as Word or Excel.

**.PNG** files are the preferred file type for web use; they are 72 dpi and have a transparent background.

## PRIMARY LOGO WITH BALDWIN COUNTY SEAL



**BALDWIN**  
— COUNTY, ALABAMA —  
EST. 1809

## ALTERNATE LOGOS

### VERTICAL



**BALDWIN**  
— COUNTY, ALABAMA —

### HORIZONTAL



**BALDWIN** COUNTY, ALABAMA

## ONE-COLOR LOGO WITH BALDWIN COUNTY SEAL



**BALDWIN**  
— COUNTY, ALABAMA —  
EST. 1809



**BALDWIN**  
— COUNTY, ALABAMA —

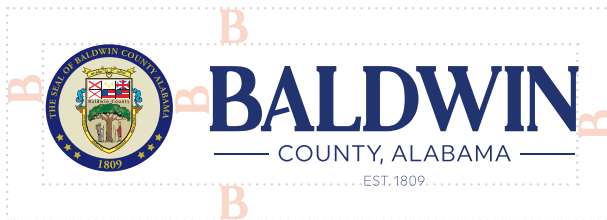
## COLOR PALETTE



PMS 288 C  
HEX # 1E376C  
R: 36 G: 53 B: 111  
C: 100 M: 91 Y: 26 K: 15

Only the primary color or the black and white logos should be used when used with the Baldwin County Seal.

## CLEAR SPACE



1/2x = height of the 'B' around the logo mark

All forms of the Baldwin County, Alabama in conjunction with the Baldwin County Seal must have a designated clear space on all sides unoccupied by other elements. The space between logos should also be equal in distance.

## SMALLEST SCALABLE SIZE



**BALDWIN**  
— COUNTY, ALABAMA —  
EST. 1809

2.3"x 0.66"



**BALDWIN** COUNTY, ALABAMA

1.8"x 0.5"

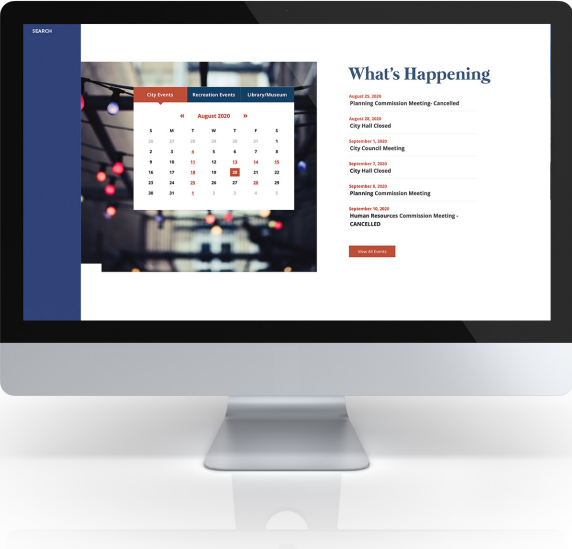


**BALDWIN**  
— COUNTY, ALABAMA —

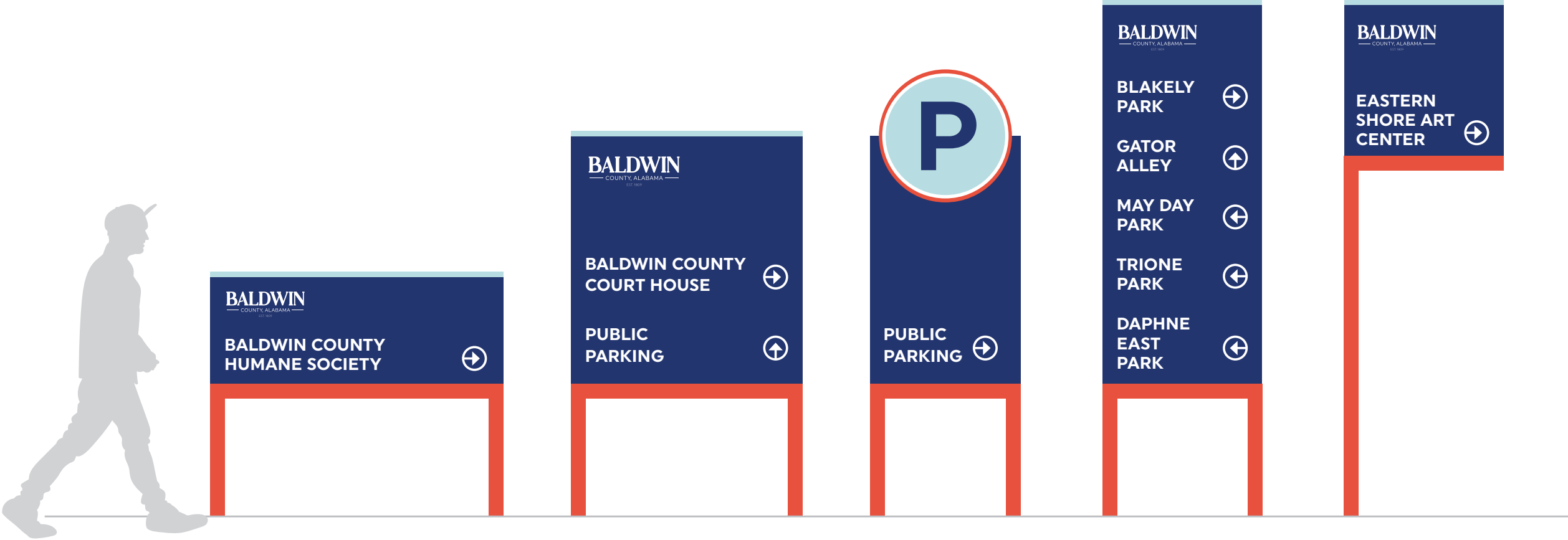
1"x 0.8"



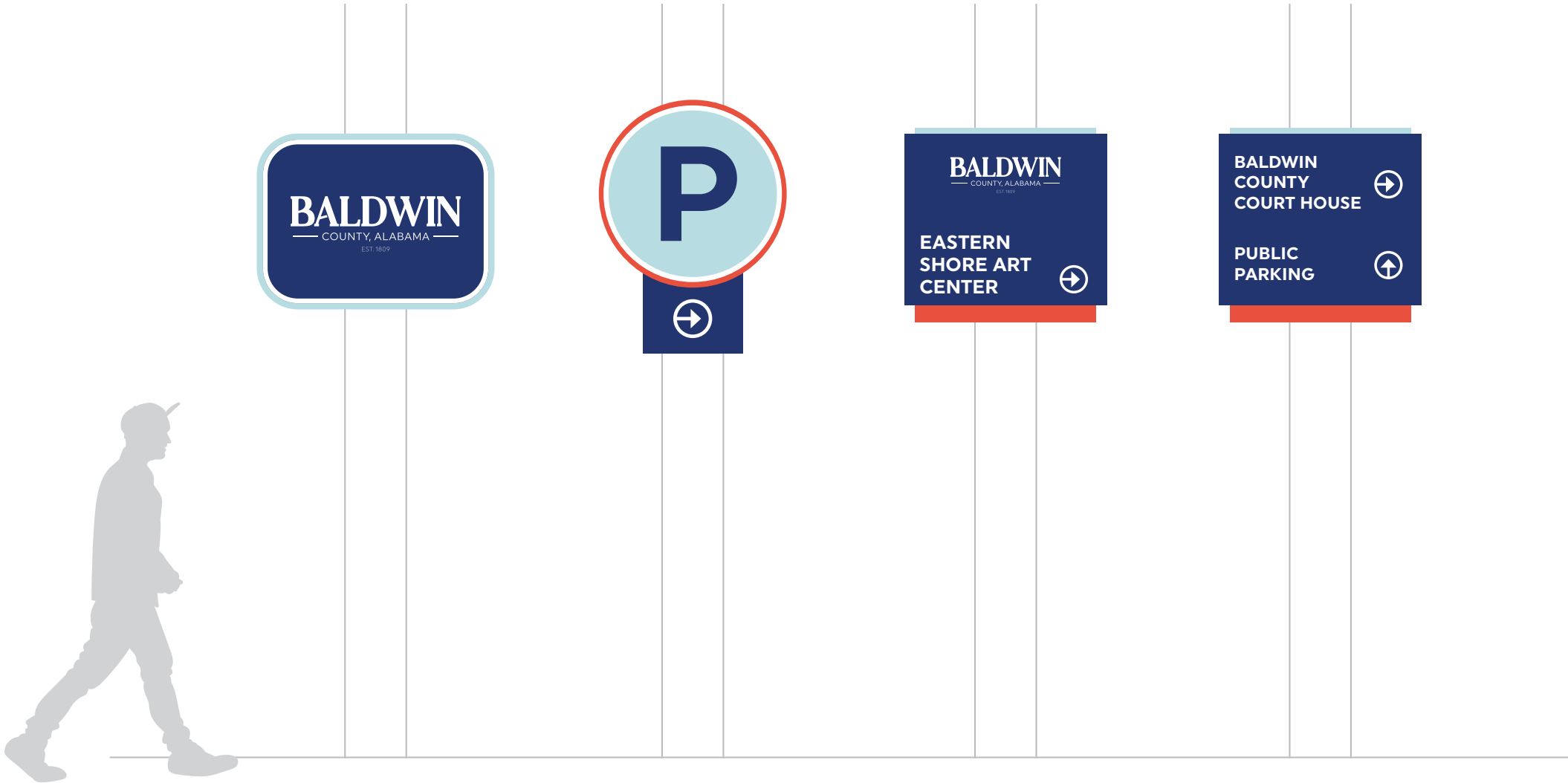
Website



Wayfinding



Wayfinding



**Baseball Caps**



Tote Bags





Coffee Mugs



**Pens**





Window Cling







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1370, **Version:** 1

**Item #:** DA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Barbara Pate, Commission Executive Assistant

---

### **ITEM TITLE**

Case No. LV-20006 - Alcohol License Application for Swearingen and Nolan Inc. d/b/a Big Daddys Grill

### **STAFF RECOMMENDATION**

Consider the transfer application of 020 - Restaurant Retail Liquor license from Big Daddys Grill, LLC d/b/a Big Daddys Grill, to Swearingen and Nolan Inc. d/b/a Big Daddys Grill, located at 16542 Ferry Road, Fairhope, Alabama, 36532 and approve the issuance of said license by the Alabama Alcoholic Beverage Control (ABC) Board, if the public hearing does not reveal a legitimate reason to deny the application.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

#### **Background:**

Staff has verified the applicant has a current business license, all sales tax requirements have been satisfied, Health Department approval has been obtained and the Baldwin County Sheriff's Office does not oppose the issuance of this license.

Two Proofs of Publication are attached. The applicant inadvertently left off the zip code on the advertisement published on August 5, 2020 and August 12, 2020. The zip code was added to the advertisement that ran in the newspaper on August 19, 2020. All other information in the advertisement for the public hearing was correct with the exception of the missing zip code in the first two ads that ran.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes - Proofs of Publication are attached.

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:**

State of Alabama ABC Board  
c/o Ms. Betty Dean  
2715 Gunter Park Drive, West  
Montgomery, Alabama 36109

Via email only: [betty.dean@abc.alabama.gov](mailto:betty.dean@abc.alabama.gov)

cc:

Applicant, Norman Nolan (via email only - [nolan19300@gmail.com](mailto:nolan19300@gmail.com))

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

## Barbara Pate

---

**From:** Barbara Pate  
**Sent:** Tuesday, July 28, 2020 3:03 PM  
**To:** Norman Nolan  
**Cc:** Joe Ryan; Vince Jackson; Celena Boykin; Betty Dean; ben.barrett@abc.alabama.gov; April Wallace; Anu Gary; Monica English; Miranda N. McKinnon; Victoria Key; Barbara Pate  
**Subject:** Public Hearing Date for ABC License Case No. LV-20006 - Swearingen and Nolan Inc d/b/a Big Daddys Grill  
**Attachments:** Legal Notice Gulf Coast News - 20180206 Revision.doc

Good afternoon,

Please see below the instructions for advertising your Public Hearing.

It is important that you contact the newspaper in a timely manner to meet the deadline schedule.

### **INSTRUCTIONS FOR ADVERTISING YOUR PUBLIC HEARING:**

1. VERIFY THAT ALL INFORMATION LISTED BELOW IS CORRECT.
2. PRINT OUT THIS EMAIL AND THE ATTACHED LEGAL NOTICE FORM.
3. FILL OUT THE FORM AND TAKE THE EMAIL AND THE COMPLETED FORMS WITH YOU TO THE GULF COAST NEWSPAPERS, LOCATED AT 901 MCKENZIE STREET, FOLEY, ALABAMA. TEL (251) 943-2151.
4. THE ADVERTISEMENT(S) MUST BE PUBLISHED AS FOLLOWS: **ONCE PER WEEK FOR THREE (3) CONSECUTIVE WEEKS PRIOR TO PUBLIC HEARING DATE**

Via Email Only: Norman Nolan, Applicant, [nolan19300@gmail.com](mailto:nolan19300@gmail.com)

Case Number:	LV-20006 – Swearingen and Nolan Inc d/b/a Big Daddys Grill
Location:	16542 Ferry Road, Fairhope, Alabama 36532
License Type:	020 – Restaurant Retail Liquor
Public Hearing Date:	September 1, 2020

A **Public Hearing** has been established before the Baldwin County Commission for the above referenced License Application(s) on **September 1, 2020** at **8:30 AM** in the Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507.

If you have questions regarding this public hearing, please contact the Baldwin County Administration Department (Bay Minette Commission Office) at 251-937-0264.

You must obtain and provide an original proof of publication affidavit from the newspaper office to the County Commission Administration Office in Bay Minette on or before the public hearing date. A copy of the affidavit is not sufficient and could delay your application process. Please be aware that you (or an authorized representative) must appear in person for the public hearing.

Thank you,  
Barbara Pate

Barbara Pate  
Commission Executive Assistant  
Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507  
Office: 251-580-1866; Fax: 251-580-2500  
[barbara.pate@baldwincountyal.gov](mailto:barbara.pate@baldwincountyal.gov)



**Baldwin County Commission**  
**Location Verification Request**  
**Baldwin County Planning and Zoning Department**

Main Office Mailing Address  
PO Box 220, Silverhill, AL 36576  
Phone: (251) 580-1655 Fax: (251) 580-1656

Main Office Physical Address  
22070 Hwy 59, Robertsdale, AL 36567  
Phone: (251) 580-1655 Fax: (251) 580-1656

Foley Satellite Courthouse  
201 East Section Street, Foley, AL 36535  
Phone: (251) 972-8523 Fax: (251) 972-8520

**Applicant Information**

Name: Swearingen and Nolan Inc. D/B/A: Big Daddy's Grill  
Mailing Address: 16542 Ferry Road  
City: Fairhope State: Al Zip code: 36532  
Telephone: (251) 401 - 3147 Fax: ( ) - - c-mail: bigdaddysgrill@outlook.com

☒ **ABC License Application**

**Site Information**

Business Name: Big Daddy's Grill  
E-911 Address of Site: 16542 Ferry Road, Fairhope, AL 36532  
Parcel ID Number: 05-55 - 03 - 06 - 0 - 001 - 034 . 001

*\*parcel information must be completed*

Proposed Use: Restaurant

*\*Parcel ID number is listed on property tax receipts, or may be obtained from the Baldwin County Revenue Commission at its web site ([www.revcomm.co.baldwin.al.us](http://www.revcomm.co.baldwin.al.us)) or by calling (251)937-0245.*

Aaron Swearingen  
Signature of Applicant

Date

7/22/2020

☐ City                     

☒ County

Please be advised that this location verification is for informational purposes only. Specific uses for the zoning classification should be verified through the Baldwin County Zoning Ordinance and associated maps or through consultation with the Planning and Zoning staff at 580-1655.

**Office Use Only**

P&Z Verified By: Brenda Brock Date: 7-22-2020

Case No. ZV - 200683 ☒ Unzoned ☐ Zoned Zoning Classification:                     

☐ City Limits:                      Planning District 14

☐ Permitted Use ☐ Not Permitted Use Fire District: Marlow 44

Comments:

BALDWIN COUNTY COMMISSION

CONSENT FOR INSPECTION

I, Norman Nolan, the owner or authorized agent for the  
owner of the premises located at 16542 FANCY RD  
FAIRHOPE, AL 36532,

do hereby consent to the inspection of said premises and the posting of a public notice  
sign, by an employee of the Baldwin County Planning Department, Baldwin County,  
Alabama, in conjunction with application for an alcohol license, without further  
notice. I understand that the public signs are the property of the Baldwin County  
Commission and are only to be removed by an employee of the Baldwin County  
Commission.

Dated this 22<sup>nd</sup> day of July, 2020.



Signature of Owner or Authorized Agent

251-525-0683

Telephone number

# OFFICE OF SHERIFF

---

BALDWIN COUNTY, ALABAMA  
SHERIFF HUEY HOSS MACK

310 Hand Avenue  
Bay Minette, Alabama 36507  
(251) 937-0210  
Fax (251) 580-1687

TO: Baldwin County Commission

FROM: Anthony Lowery  
Chief Deputy



Date: July 22, 2020

Subject: Alcoholic Beverage License  
Swearingen and Nolan Inc.  
DBA Big Daddys Grill  
Location: 16542 Ferry Rd.  
Fairhope, AL 36532  
Mailing: 16542 Ferry Rd. Fairhope, AL 36532

APPLICANT: Norman Keith Nolan & Aaron Dale Swearingen

Based on information provided to the Baldwin County Sheriff's Office in the above referenced license application we do not oppose issuance of the license.

AL/BL



# STATE OF ALABAMA

CONTROL NO.  
1224220

BALDWIN COUNTY

LICENSE NO.  
2010314

ACCOUNT NO.  
71618

ISSUED TO:  
SWEARINGEN & NOLAN INC DBA BIG DADDYS GRILL  
NOLAN, NORMAN  
PO BOX 1074  
FAIRHOPE, AL 36533

LICENSE YEAR

2019-2020

DATE ISSUED

07	08	2020
MO	DAY	YR

LICENSE TYPE	
STORE LICENSE	X
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:  
16542 FERRY RD  
FAIRHOPE, AL 36532

EXPIRES  
September 30, 2020  
RENEW IN OCTOBER

\*\* TRANSFER \*\*

RL:000000

U17 - #1224220 - T3 - P340240 - M1

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
069B	CEREAL BEVERAGES, SOFT DRINKS - RETAILERS (on tap)	30.00	1.00	0.00	0.00	0.00	31.00
0151	RESTAURANTS, CAFES, CAFETERIAS, ETC	52.50	1.00	0.00	0.00	0.00	53.50
315A	STORE LICENSE	1.00	1.00	0.00	0.00	0.00	2.00

*[Signature]* TRANSFER OF LICENSE  
I, the undersigned, do hereby certify before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Kathleen D. Baxter

TOTAL 3.00

Vernon HARRIS

MAIL FEE 0.00

Name of Purchaser

HARRY D OLIVE JR

TOTAL WITH MAIL FEE 3.00

Issuing Authority

Issuing Authority

2020 - 2010314  
7/8/2020 1:24:05 PM  
U17 - #1224220  
T3 - P340240 - M1

SWEARINGEN & NOLAN INC  
NOLAN, NORMAN  
PO BOX 1074  
FAIRHOPE, AL 36533



# FOOD PERMIT



Baldwin

COUNTY

Food Service Establishment  
Priority Category 3

FS-5932

PERMIT NUMBER

Swearingen & Nolan, Inc.

BUSINESS OWNER OR AUTHORIZED AGENT  
IS HEREBY PERMITTED TO MAINTAIN AND OPERATE

Big Daddys Grill

ESTABLISHMENT  
LOCATED AT

16542 Ferry Rd

STREET

Fairhope

CITY OR TOWN

36532-

ZIP

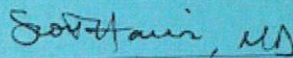
THIS PERMIT SIGNIFIES COMPLIANCE ON THE DATE OF ISSUE WITH THE  
ALABAMA DEPARTMENT OF PUBLIC HEALTH RULES FOR

Rules for Food Service Sanitation - 420-3-22

PURSUANT TO ALABAMA LAW (SECTION 22-20-5 CODE OF ALABAMA,  
1975) AND IS VALID UNTIL PERMIT EXPIRES, IS SUSPENDED OR REVOKED.

06/29/20  
Date Issued

09/30/20  
Expiration Date



Scott Harris, M.D., M.P.H.  
State Health Officer



ADPH-FLP-102L 01.2020

Display for public view - not transferable



Big Daddy's  
Grill

ALCOHOL BEVERAGE  
LICENSE APPLIED FOR

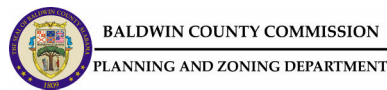
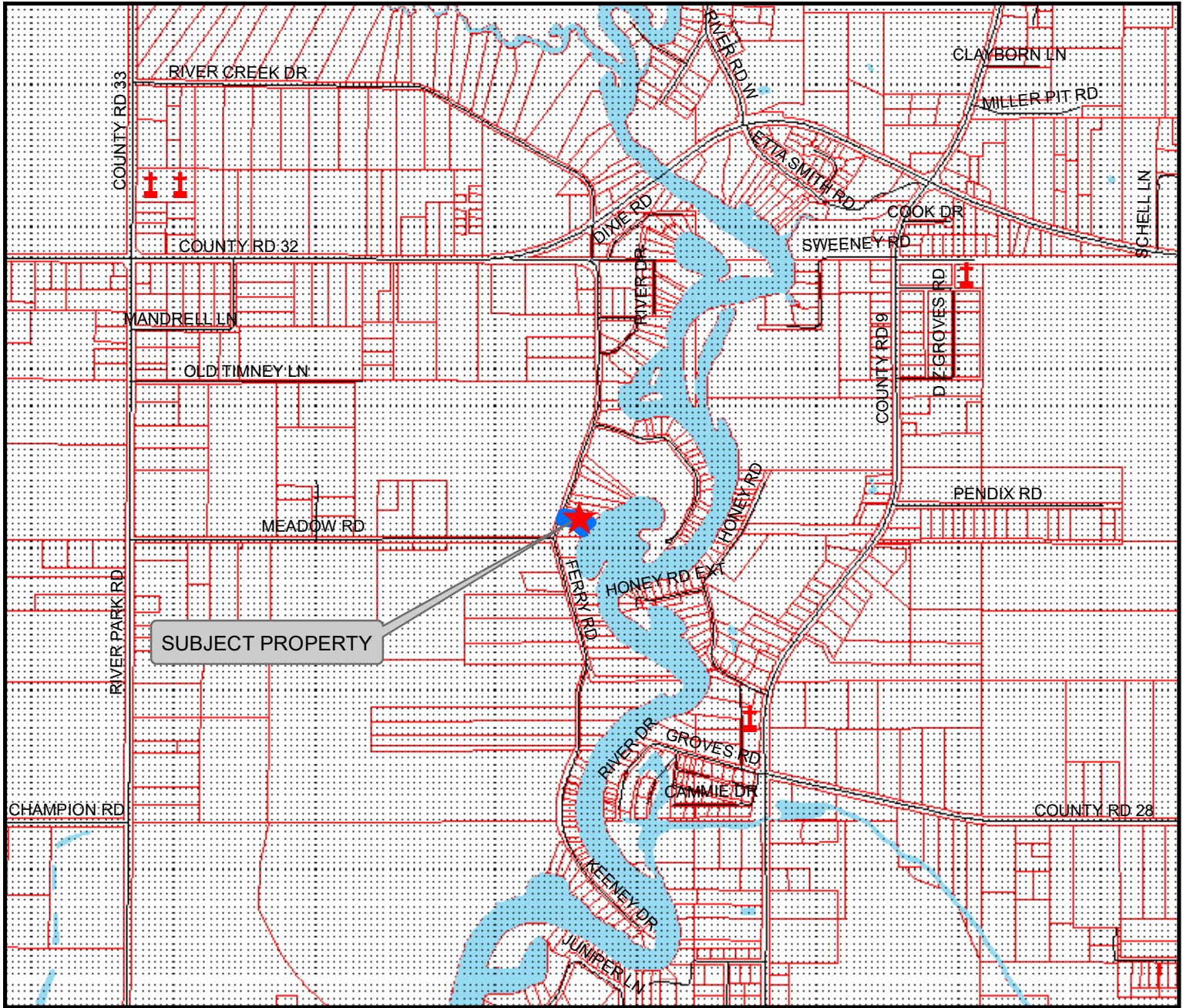
Case Number

**LV-20006**

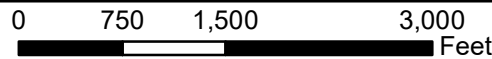
For Information Contact  
Baldwin County Commission  
Administration Department  
(251) 937-0264

07/29/2020

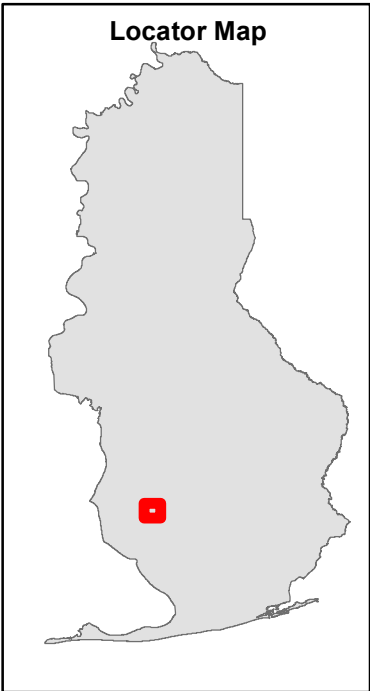




**SWEARINGEN AND NOLAN INC dba BID  
DADDY'S GRILL  
16542 FERRY RD., FAIRHOPE, AL 36532  
ABC LICENSE**







Place of Worship	Rural Agricultural District (RA)	Residential Manufactured Housing Park District (RMH)
School Locations	Conservation Resource District (CR)	Marine Recreation District (MR)
Unincorporated Baldwin County	Residential Single Family Estate District (RSF-E)	Outdoor Recreation District (OR)
Roads	Residential Single Family District (RSF-1)	Tourist Resort District (TR)
Water	Residential Single Family District (RSF-2)	Professional Business District (B-1)
City Limits	Residential Single Family District (RSF-3)	Neighborhood Business District (B-2)
Parcels	Residential Single Family District (RSF-4)	General Business District (B-3)
Rural District (RR)	Residential Two Family District (RTF-4)	Major Commercial District (B-4)
	Residential Single Family District (RSF-6)	Light Industrial District (M-1)
	Residential Two Family District (RTF-6)	General Industrial District (M-2)
	Residential Multiple Family District (RMF-6)	



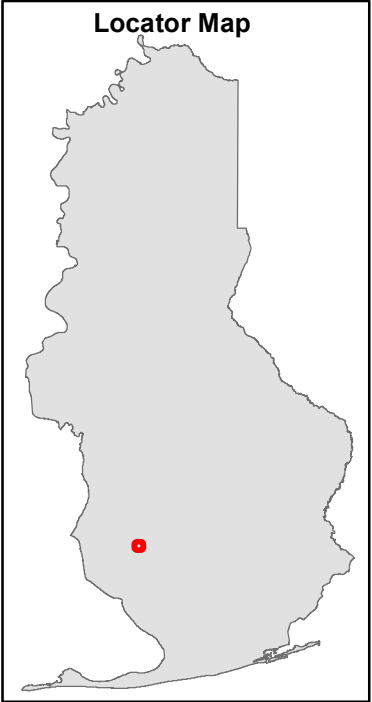
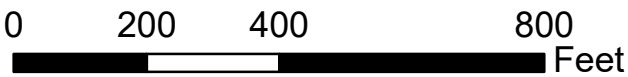
The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.580.1655.





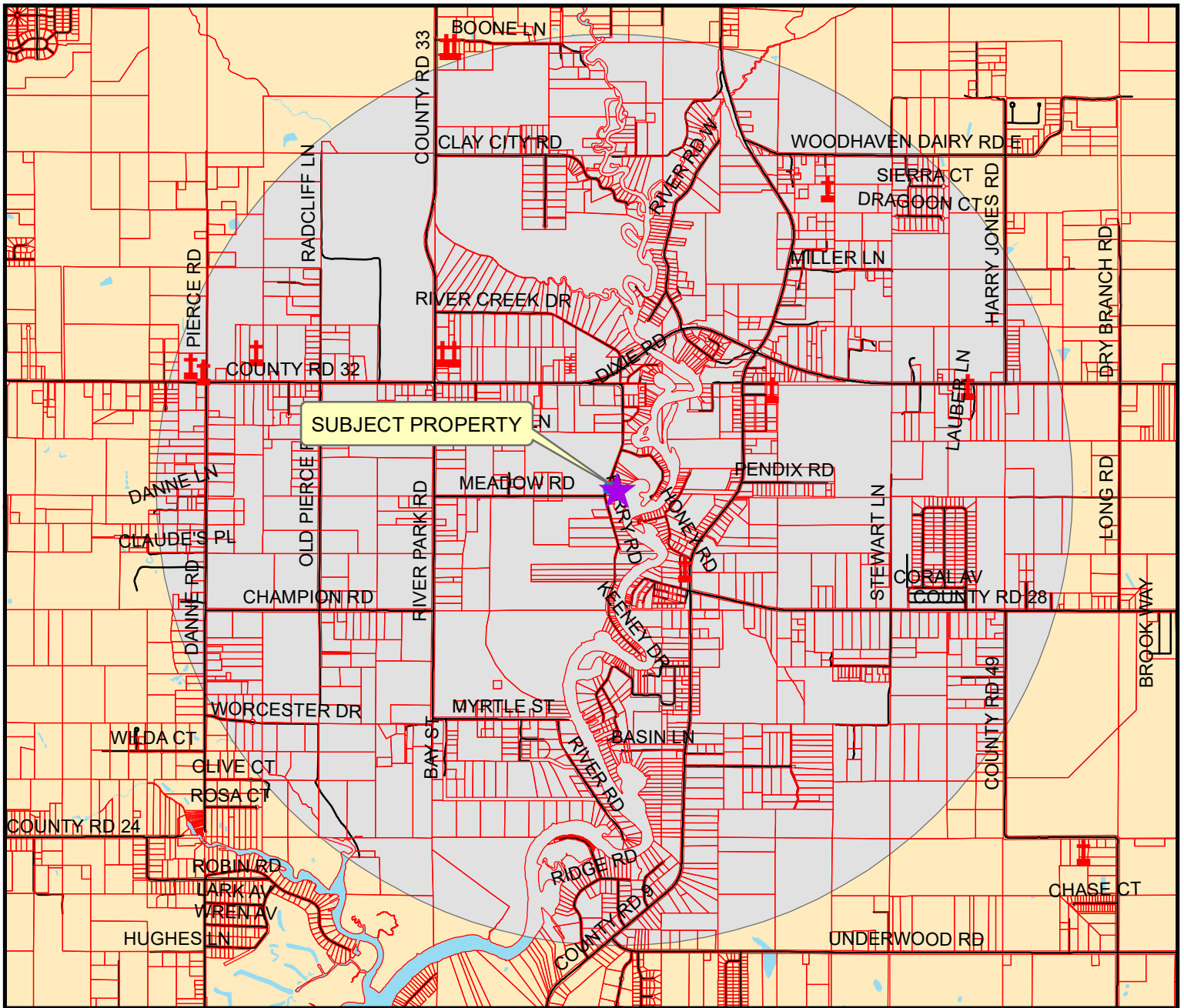
-  Place of Worship
-  School Locations
-  Roads
-  Parcels

**SWEARINGEN AND NOLAN INC dba BID  
DADDY'S GRILL  
16542 FERRY RD., FAIRHOPE, AL 36532  
ABC LICENSE**








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BALDWIN COUNTY COMMISSION  
PLANNING AND ZONING DEPARTMENT

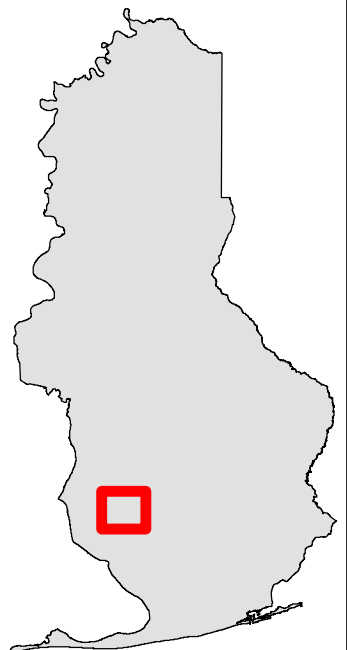


-  Place of Worship
-  School Locations
-  Parcels
-  Roads
-  2-Mile Buffer

**SWEARINGEN AND NOLAN INC dba BID  
DADDY'S GRILL  
16542 FERRY RD., FAIRHOPE, AL 36532  
ABC LICENSE**

0 0.5 1 2 Miles

**Locator Map**



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**GULF COAST MEDIA**

A DIVISION OF OPC NEWS, LLC  
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151  
The Courier – The Islander  
The Onlooker  
The Baldwin Times

LEGAL REP -  
251-345-6805

**PROOF OF PUBLICATION  
STATE OF ALABAMA • BALDWIN COUNTY**

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

08/05/2020, 08/12/2020, 08/19/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry  
April M. Perry, Legal Ad Representative

X Amber Kimbler  
Amber Kimbler, Notary Public  
Baldwin County, Alabama  
My commission expires April 10, 2022



**AMBER KIMBLER**  
My Commission Expires  
April 10, 2022

Sworn and subscribed to on 08/19/2020.

NORMAN NOLAN- BIG DADDYS GRILL -- LEGAL ACCOUNT

Acct#: 1000293 426 Breckin Drive  
Ad#: 314397 Fairhope, AL 36532

LL: Big Daddys Grill Paid Visa Approval 21051110462156

Amount of Ad: \$140.00

Legal File# LL: Big Daddys

**LEGAL NOTICE  
NOTICE OF PENDING  
APPLICATION FOR APPROVAL  
OF ISSUANCE OF ALCOHOLIC  
BEVERAGE LICENSE**

Notice is hereby given that Norman Nolan has requested that the Baldwin County Commission approve the issuance of 020-Restaurant Retail Liquor alcoholic beverage license(s) by the Alabama Alcoholic Beverage Control (ABC) Board and that the 1st day of September, 2020 at 8:30 o'clock A.M. has been set for a public hearing thereof in the Baldwin County Commission Chambers, Baldwin County Administration Building, as located at 322 Courthouse Square, Bay Minette, Alabama 36507.

The name and exact location of the business being Swearingen and Nolan Inc d/b/a Big Daddys Grill located at 16542 Ferry Road, Fairhope, Alabama

At the public hearing, any interested person may appear at said time and place to be heard either in support of or in opposition to the granting by the Baldwin County Commission of such approval.  
August 5-12-19, 2020



# GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC  
PO BOX 1677 • SUMTER, SC 29150

FOLEY 251.943.2151  
The Courier – The Islander  
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August 5-12-19, 2020



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1487, **Version:** 1

**Item #:** EA1

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

**Submitted by:** Robin Benson, Accounts Payable Supervisor

---

### **ITEM TITLE**

Payment of Bills

### **STAFF RECOMMENDATION**

Pay bills totaling \$3,724,878.24 (three million, seven hundred twenty-four thousand, eight hundred seventy-eight dollars and twenty-four cents) with the exception of those vendors Commissioners requested to be pulled, which are listed in the Baldwin County Accounts Payable Payments.

Of this amount, \$1,117,115.07 (one million, one hundred seventeen thousand, one hundred fifteen dollars and seven cents) is payable to the Baldwin County Board of Education and \$65,737.92 (sixty-five thousand, seven hundred thirty-seven dollars and ninety-two cents) is payable to the Gulf Shores Board of Education for their portion of the County Sales and Use Tax.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** N/A

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### **LEGAL IMPACT**



**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

**A/P Vendors Exceeding \$20,000**

Commission Meeting: September 1, 2020

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. of Education	942,998.85	Sales Tax
	174,116.22	Use Tax
	346,815.83	Casual Sales Tax
Gulf Shores Bd. Of Education	54,324.28	Sales Tax
	11,413.64	Use Tax
	23,992.17	Casual Sales Tax
Regions Bank Corp Trust	184,608.33	2020 Lease PBA
Fairhope, City of	38,233.68	School Resource Officers
John G. Walton Construction Company	497,049.42	Resurfacing; Hwy
QCHC Inc	131,194.88	Medical Svcs; Aug 2020; Sheriff's
	5,000.00	Medical Svcs; Aug 2020; JDC
The Bridge, Inc.	78,734.00	Contract Services
Plumcore, Inc.	78,203.91	Plumbing Project; Sheriff's
Pope Contracting, Inc.	77,943.61	Contract Services
Symbol	73,789.51	Medical
Petroleum Traders Corporation	73,661.80	Fuel
S C Stagner Contracting, Inc.	64,515.45	Contract Services
Volkert, Inc.	42,261.30	Engineering Services
North Baldwin Infirmary	42,127.38	Medical Services; Sheriff's
Foley Hospital Corp.	39,257.86	Refund; Sales Tax
Stone Crosby PC	32,973.54	Legal Services
Otto Environmental Systems	30,948.00	Garbage Cans; Solid Waste
Managing Results, LLC	29,908.56	Professional Services
McGriff Tire Co., Inc.	25,981.34	Tires
Community Action Agency	25,000.00	Baldwin Together Long Term Recovery Project
Oracle USA, Inc.	21,281.25	Software Update & License
TTL, Inc.	20,372.96	Engineering Services
Sain Associates, Inc.	20,250.00	Engineering Services
<b>Total</b>	<b>3,186,957.77</b>	

**Baldwin County Commission  
Accounts Payable Payments  
September 1, 2020**

<b>Vendor Summary</b>		<b>Totals</b>
1	A & M PORTABLES INC	265.00
2	ACCURATE CONTROL EQUIPMENT	202.95
3	ADAMS AND REESE LLP	6,000.00
4	ADT SECURITY SERVICES INC	58.89
5	ADVANCED METAL SYSTEMS	285.00
6	AIRGAS USA, LLC	1,122.75
7	AL STATE DEPT OF REVENUE	1.25
8	AL STATE DEPT OF TRANSPORTATION	1,362.77
9	ALABAMA COASTAL RADIOLOGY	50.54
10	ALTA POINTE HEALTH SYSTEMS INC	300.00
11	AL-TRANS SERVICE INC	701.10
12	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	7,985.32
13	ANIMAL CARE EQUIP & SERVICES	499.68
14	ARD, BRITTANY	30.00
15	ASPLUNDH TREE EXPERT	1,371.65
16	AUTO ZONE	2,466.74
17	AUTOWORX LLC	3,181.83
18	AWARD COMPANY OF AMERICA, LLC	976.81
19	B&H PHOTO & ELECTRONICS CORP	131.20
20	BALDWIN ANIMAL CLINIC PC	1,252.59
21	BALDWIN CNTY BOARD OF EDUCATION	1,463,930.90
22	BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE	9,709.55
23	BALDWIN CNTY SHERIFF'S OFFICE	3,896.75
24	BALDWIN CNTY SOLID WASTE	1,114.23
25	BALDWIN COUNTY VICTORY POLARIS LLC	1,202.89
26	BALDWIN EMERGENCY MEDICAL SERVICE	975.00
27	BALDWIN FEED AND SEED LLC	500.00
28	BALDWIN LOCKSMITH LLC	515.94
29	BALDWIN TRACTOR	1,024.54
30	BALDWIN YOUTH SERVICES	8,089.88
31	BATTAGLIA, MARY ALLISON	30.00
32	BATTAGLIA, MARY ALLISON	48.00
33	BAY MINETTE ANIMAL CLINIC	843.00
34	BAY MINETTE BUILDING SUPPLY	234.61
35	BAY MINETTE LAND CO	1,000.00
36	BAY PAPER	636.84
37	BAY PEST CONTROL COMPANY INC.	145.00
38	BAY SIDE RUBBER & PRODUCTS	2,826.45
39	BAY UTILITY TRAILERS INC	828.00
40	BEARD EQUIPMENT - POWERPLAN	3,512.58
41	BEARD EQUIPMENT CO - MOBILE	1,611.48
42	BETSY ROSS FLAG CO	457.62
43	BLADE CONSTRUCTION, LLC	4,141.09
44	BROWN, LYNNE R	32.00

**Baldwin County Commission**  
**Accounts Payable Payments**  
**September 1, 2020**

	<b>Vendor Summary</b>	<b>Totals</b>
45	BROWN, MICHAEL G	32.00
46	BUSINESS SYSTEMS & CONSULTANTS	4,100.14
47	BUTLER, ALAN	30.00
48	BYRNES, PATRICK J & SANDRA J	16.00
49	C & H CONSTRUCTION SERVICES	8,550.00
50	CAMPBELL HARDWARE & SUPPLY CO	106.83
51	CAPITAL VOLVO TRUCK & TRAILER	1,619.84
52	CARLISLE, TRISHA	20.00
53	CDW - GOVERNMENT, INC	5,695.36
54	CENTRAL BALDWIN VETERINARY HOSPITAL	1,605.00
55	CERTIFIED LABORATORIES	7,795.00
56	CHUCK STEVENS AUTO INC	632.96
57	CHUCK STEVENS CHEVROLET	639.14
58	CINTAS - UNIFORMS	4,740.38
59	CINTAS FIRST AID & SAFETY	940.59
60	CINTAS LOCATION #211	2,240.00
61	CITY ELECTRIC SUPPLY	1,954.34
62	CLEVERDON FARMS	420.00
63	CLOPTON, REGINALD G	16.00
64	CNA SURETY	100.00
65	COASTAL AL COM COLLEGE	19,619.03
66	COASTAL INDUSTRIAL SUPPLY	1,634.05
67	COCA-COLA BOTTLING CO	108.00
68	COMMUNITY ACTION AGENCY	25,000.00
69	COMPLETE DKI	1,500.00
70	CONVERGE ONE INC	623.68
71	CORE COMPUTING SOLUTIONS INC	4,856.30
72	COWIN EQUIPMENT CO	1,048.23
73	COX, DEANNA VICICH	1,350.00
74	CRITTER GITTER PEST CONTROL	125.00
75	DADE PAPER & BAG CO	5,051.51
76	DANA SAFETY SUPPLY INC	502.13
77	DARECATALOG.COM	3,999.93
78	DAVIS, JOSEPH LEE III	261.97
79	DAVISON OIL COMPANY INC	3,343.18
80	DENNIS ALUMINUM PRODUCTS	1,525.00
81	DERISO, BETTY	32.00
82	DEWBERRY ENGINEERS INC	1,573.53
83	DIAGNOSTIC & MEDICAL CLINIC	166.15
84	DISTRICT ATTORNEY'S OFFICE	4,287.35
85	EMPIRE TRUCK SALES INC	1,922.34
86	EQUIPMENT SALES CO	4,916.71
87	ESTATE OF BETTY J CHANEY BROWN	30.00
88	EVANS MFG	3,466.50

**Baldwin County Commission**  
**Accounts Payable Payments**  
**September 1, 2020**

	<b>Vendor Summary</b>	<b>Totals</b>
89	EVANS, ANNA BETH	32.00
90	EXPRESS OIL CHANGE	101.56
91	FAIRHOPE, CITY OF	38,233.68
92	FASTENAL	285.67
93	FEDEX	93.12
94	FLEETPRIDE	155.00
95	FLOYDS EXHAUST & PERFORMANCE ACCESSORIES	514.00
96	FOLEY HOSPITAL CORP	39,257.86
97	FOREFRONT DERMATOLOGY, SC	438.90
98	FORTIER, TAYLOR	32.00
99	FORTILINE WATERWORKS INC	435.00
100	FOX, ROBERT L	21.00
101	FQS BEAR EQUIPMENT INC	577.79
102	GALL'S LLC	1,521.00
103	GANNEY, BRENDA Q	3,433.34
104	GCIS SUPPLY CO/GULF COAST IND SERV SUP	291.30
105	GEORGE PATTON ASSOCIATES INC	71.25
106	GIORDANO, ANTHONY L	32.00
107	GOODWYN, MILLS & CAWOOD INC	12,729.60
108	GOTTLER, ANGELA GAY	58.14
109	GPS INSIGHT, LLC	565.53
110	GRAESTONE AGGREGATES, LLC	10,534.86
111	GSM PROPERTIES, LLC	908.84
112	GSP MARKETING INC	4,146.79
113	GULF CITY BODY & TRAILER WORKS, INC	4,998.00
114	GULF COAST BUILDING SUPPLY	411.07
115	GULF COAST NEWSPAPERS	460.80
116	GULF COAST TRUCK & EQUIPMENT CO	5,545.85
117	GULF ICE SYSTEMS INC	2,216.38
118	GULF SHORES BOARD OF EDUCATION	89,730.09
119	HANISSIAN, GINA	42.00
120	HENDERSON, KENDEL DYETT	126.50
121	HERITAGE-CRYSTAL CLEAN LLC	166.50
122	HI-LINE	1,663.11
123	HILLIARD, JOSEPH S	14.00
124	HILL'S PET NUTRITION INC	353.62
125	HOBART SERVICE	859.00
126	HOLLAND'S PAINT & BODY	2,483.50
127	HOLLOWAY, JULIE	829.65
128	HOOD'S DISCOUNT HOME CENTER	250.00
129	HOWARD, ROXANNE	30.00
130	HUNTER SECURITY INC	200.00
131	HURRICANE ELECTRONICS INC	322.50
132	HYDRA SERVICE INC	2,788.51

**Baldwin County Commission**  
**Accounts Payable Payments**  
**September 1, 2020**

	Vendor Summary	Totals
133	IMAGE 360 DAPHNE	1,138.00
134	IMC-EMERGENCY PHYSICIANS	452.55
135	INFIRMARY OCCUPATIONAL HEALTH PC	957.00
136	INGENUITY INC	3,500.00
137	INTERIOR/EXTERIOR BLDG SUPPLY	261.60
138	J H WRIGHT & ASSOCIATES INC	1,850.00
139	J&R SYSTEM INTEGRATION LLC/SECURITY 101	1,957.51
140	JANI KING OF MOBILE	783.91
141	JASPER GROUP	9,584.52
142	JAZZY CLEAN JANITORIAL	690.86
143	JOHN G WALTON CONST CO	497,049.42
144	JOHNSON, TIMOTHY	32.00
145	JOHNSON, WILLIE	21.00
146	JOHNSTONE SUPPLY OF MOBILE	306.22
147	JOINER, CHARLOTTE	16.00
148	KAISERCOMM INC	399.00
149	KENWORTH OF ALABAMA	1,049.70
150	KINGLINE EQUIPMENT	2,535.00
151	KITTI K OUTLAW, MD, PC	1,957.00
152	KORTH, JACKIE	16.00
153	L A SHOWERS & GLASS LLC	680.00
154	LOWE'S - DAPHNE	19.92
155	LOWE'S - FOLEY	372.31
156	M & A SUPPLY - MOBILE	1,003.36
157	MAC'S AUTOGLASS LLC	125.00
158	MANAGING RESULTS, LLC	29,908.56
159	MCDADE VALUATION & CONSULTING, LLC	3,800.00
160	MCELHENNEY CONSTRUCTION CO LLC	4,471.68
161	McGRIFF TIRE CO INC	25,981.34
162	MCKINLEY, JAMES T	32.00
163	MCNEIL, ADAM T	32.00
164	McPHERSON CO	1,491.08
165	MCPHERSON OIL CO INC/DBA FUELMAN	2,324.80
166	METALS USA	7,824.00
167	MILLIGAN, TANYA	38.09
168	MITCHELL CANCER INSTITUTE	51.71
169	MOBILE ASPHALT CO LLC	12,605.28
170	MOBILE MACHINE AND HYDRAULICS LLC	287.56
171	MOBILE PRESS REGISTER	4,681.52
172	MONTGOMERY ADVERTISER	874.65
173	MOODY, SARA	199.56
174	MOTOROLA SOLUTIONS INC	417.60
175	MOTT MACDONALD CONSULTANTS INC	16,275.00
176	MOYER FORD SALES INC	671.58



**Baldwin County Commission**  
**Accounts Payable Payments**  
**September 1, 2020**

	Vendor Summary	Totals
177	MSC INDUSTRIAL DIRECT CO INC	2,581.10
178	MWI ANIMAL HEALTH	1,491.40
179	NORTH BALDWIN INFIRMARY	42,127.38
180	OEC	2,608.34
181	OFFICE MASTER INC	592.80
182	ONE CUT GLASS, LLC	200.00
183	ORACLE USA INC	21,281.25
184	O'REILLY AUTO PARTS - B'MIN	151.98
185	O'REILLY AUTO PARTS-FIRST CALL R'DALE	3,743.73
186	OTTO ENVIRONMENTAL SYSTEMS	30,948.00
187	OZARK MATERIALS LLC	2,419.20
188	PAGE, SHIRLEY	16.00
189	PAM'S EMBROIDERY & SEWING	459.00
190	PARKER, L JAMES	21.00
191	PARKER, MIRANDA	21.00
192	PARTS HOUSE, THE	332.91
193	PEACHES'N CLEAN	175.00
194	PEREGRINE SERVICES INC	13,041.45
195	PERRY, TASHA	30.00
196	PETROLEUM TRADERS CORPORATION	73,661.80
197	PH & J ARCHITECTS INC	1,126.13
198	PLUMCORE, INC.	78,203.91
199	POPE CONTRACTING INC	77,943.61
200	POSTMARK INK	2,315.11
201	PRINT SHOP, THE	1,471.00
202	PULMONARY ASSOCIATES OF MOBILE	1,371.00
203	QCHC INC	136,194.88
204	QUADIENT LEASING USA, INC.	2,642.91
205	QUEST DIAGNOSTICS	45.50
206	QUICK CAPTION INC	236.50
207	R J YOUNG, LLC	11,370.00
208	RACINE'S FEED GARDEN & SUPPLY INC	46.99
209	RAY, NICOLE	16.00
210	READY MIX USA LLC	393.01
211	REGIONS BANK CORP TRUST	184,608.33
212	REHM ANIMAL CLINIC AT TIMBER RUN	62.45
213	ROBERTSDALE AUTO PARTS INC	2,629.21
214	ROBERTSDALE FEED STORE	139.80
215	ROBERTSDALE POWER EQUIPMENT	1,753.64
216	ROBERTSON INSURANCE AGENCY INC	375.00
217	RON JON ORANGE BEACH, LLC	1,679.94
218	ROTO-ROOTER	3,687.75
219	RUFFIN, LORI G	93.50
220	S C STAGNER CONTRACTING INC	64,515.45

**Baldwin County Commission**  
**Accounts Payable Payments**  
**September 1, 2020**

	Vendor Summary	Totals
221	SAIN ASSOCIATES INC	20,250.00
222	SERVICEMASTER ACTION CLEANING	1,100.00
223	SHARP ELECTRONICS CORPORATION	726.74
224	SHERWIN WILLIAMS	187.05
225	SHORELINE ENVIRONMENTAL INC	288.75
226	SMITH, CHARLOTTE K	154.00
227	SOFTWARE HOUSE INT	3,805.04
228	SOUTHERN FIRE & SAFETY INC	465.05
229	SOUTHERN TIRE MART	5,534.12
230	STAMPER, SIDNEY	30.00
231	STAPLES CONTRACT & COMMERCIAL, INC.	10,504.81
232	STAPLETON, MARY KATHERN	16.00
233	STEELCASE, INC.	1,124.48
234	STERICYCLE INC	1,179.88
235	STEWART, FRANKIE B	32.00
236	STONE CROSBY PC	32,973.54
237	STREMPEL, BRIDGET	16.00
238	SUNSOUTH LLC	1,287.96
239	SWEAT TIRE - BAY MINETTE	147.42
240	SWEAT TIRE - ROBERTSDALE	525.57
241	SYMBOL HEALTH SOLUTIONS LLC	73,789.51
242	SYNERGY TELCOM INC	265.45
243	TEAM BG & ASSOCIATES	3,972.80
244	TERMINIX SERVICE	666.00
245	THE BRIDGE INC	78,734.00
246	THOMPSON TRACTOR CO	13,692.80
247	TILLER, JENNIFER & BRYAN	16.00
248	TONY'S TOWING INC	3,405.00
249	TRANE-MOBILE PARTS CENTER	7,902.05
250	TRIPLE "A" FIRE PROTECTION INC	1,134.00
251	TRUCK EQUIPMENT SALES INC	12,118.05
252	TSA INC	16,313.22
253	TTL, INC.	20,372.96
254	VAN SCOYOC ASSOCIATES	9,500.00
255	VANLEEUEWEN, BREELYN	21.00
256	VENTURE SYSTEM SOURCE LLC	2,447.76
257	VISION INTEGRATION SERVICES INC	1,740.00
258	VOLKERT INC	42,261.30
259	VSC FIRE & SECURITY INC	540.00
260	VULCAN MATERIALS CO	17,321.80
261	VULCAN SIGNS	756.00
262	W H THOMAS OIL CO INC	5,229.25
263	W W GRAINGER	10,478.09
264	WALLACE, GEROD N	500.00



**Baldwin County Commission  
Accounts Payable Payments  
September 1, 2020**

<b>Vendor Summary</b>		<b>Totals</b>
265	WAL-MART SUPERCENTER	213.99
266	WALTER CRAIG, LLC	679.70
267	WALTERS, ERIC BRADLEY	16.00
268	WALZ, BRENDA J	130.30
269	WARRINER CONSTRUCTION	4,300.00
270	WARRINER DIRT PIT	1,480.50
271	WATTIER SURVEYING INC	7,900.00
272	WEAVER, MARY ELIZABETH	30.00
273	WESCO - FOLEY	192.45
274	WESCO - MOBILE	1,020.22
275	WEST GROUP PAYMENT CENTER	230.04
276	WEST, ASHLEA	21.00
277	WESTERFIELD, ZANTAVIA LAKEITHA	19.96
278	WHITE, ROBYN	30.00
279	WILKINS, BANKESTER, BILES & WYNNE P.A.	833.50
280	WILLIAMS SCOTSMAN INC	677.00
281	WISE, JODY L	383.33
282	WITTICHEN SUPPLY-DAPHNE	141.61
283	WITTICHEN SUPPLY-FOLEY	78.44
284	WOOD FRUITTICHER GROCERY CO INC	615.77
285	WRIGHTS MOTOR PARTS INC	318.56
286	XEROX CORP	108.83
287	ZEP MANUFACTURING COMPANY	2,670.84
<b>Grand Total</b>		<b>3,724,878.24</b>

Supplier				Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
10003	ACCURATE CONTROL EQUIPMENT	334 9284976	00001	13.00				13.00
14132	BALDWIN YOUTH SERVICES		00001	8,089.88	7,564.37			525.51
14358	BETSY ROSS FLAG CO	251 5402246	00001	457.62				457.62
14553	BALDWIN CNTY ECONOMIC DEVELOPMENT	251 9472445	00001	9,709.55	9,709.55			
19009	CAMPBELL HARDWARE & SUPPLY CO	251 9472291	00001	42.77				42.77
21127	DISTRICT ATTORNEY'S OFFICE		00001	4,287.35	4,024.60			262.75
25040	COASTAL AL COM COLLEGE (FAULKNER)		00001	19,619.03	18,344.69			1,274.34
27263	GALL'S LLC	334 649 3678	00001	1,521.00	228.00-			1,749.00
32038	HURRICANE ELECTRONICS INC	334 4764000	00001	322.50				322.50
32419	HUNTER SECURITY INC	251 6265112	00001	175.00				175.00
40026	NORTH BALDWIN INFIRMARY		00001	42,127.38				42,127.38
40033	MOBILE PRESS REGISTER (ADS)		00001	1,226.50				1,226.50
43003	OEC	800 759-3368	00001	1,945.89				1,945.89
47503	PH & J ARCHITECTS INC	334 2658781	00001	1,126.13				1,126.13
47811	HOBART SERVICE	334 3431211	00001	859.00				859.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00001	196.41				196.41
51029	ROBERTSON INSURANCE AGENCY INC	334 9282163	00001	375.00				375.00
54317	AL STATE DEPT OF REVENUE		00001	1.25				1.25
57002	TERMINIX SERVICE *		00001	333.00				333.00
57327	TONY'S TOWING INC	251 9287334	00001	175.00				175.00
58288	TRIPLE "A" FIRE PROTECTION INC	251 6492034	00001	1,134.00				1,134.00
65091	STONE CROSBY PC **		00001	31,754.77				31,754.77
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00001	90.32				90.32
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00001	730.48				730.48
66029	WEST GROUP PAYMENT CENTER**	612 6877000	00001	230.04				230.04
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00001	150.00				150.00
74317	PEACHES'N CLEAN	251 621-0066	00001	175.00				175.00
84216	W W GRAINGER - FOR PO'S	251 661-1035	00001	912.52				912.52
86191	WARRINER CONSTRUCTION		00001	4,300.00				4,300.00
87716	LOWE'S FOLEY - 057700034		00001	99.75				99.75
87767	JANI KING OF MOBILE	504 4419700	00001	437.46				437.46
93614	STERICYCLE INC		00001	1,179.88				1,179.88
94060	CHUCK STEVENS AUTO INC		00001	67.76				67.76
97199	RACINE'S FEED GARDEN & SUPPLY	251 9473003	00001	46.99				46.99
98634	MCPHERSON OIL CO INC/DBA FUELMART	800 2398882	00001	723.35				723.35
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00001	384.00				384.00
100087	CNA SURETY	888 8662666	00001	100.00				100.00
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00001	2,594.54				2,594.54
104301	PULMONARY ASSOCIATES OF MOBILE		00001	1,371.00				1,371.00
105048	BALDWIN CNTY SOLID WASTE	251 9888125	00001	1,114.23				1,114.23

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
107086	CITY ELECTRIC SUPPLY - C.E.S.	9291030	00001	1,954.34			1,954.34
111974	WISE, JODY L		00001	383.33			383.33
115473	VENTURE SYSTEM SOURCE LLC	800 4678614	00001	2,447.76			2,447.76
115852	DADE PAPER & BAG CO	251 9641500	00001	3,213.80			3,213.80
116151	GULF ICE SYSTEMS INC	800 322 4853	00001	2,216.38			2,216.38
118519	WALZ, BRENDA J	251 5804819	00001	130.30			130.30
120846	FAIRHOPE, CITY OF *		00001	38,233.68			38,233.68
121216	PEREGRINE SERVICES INC	318 3254762	00001	13,041.45			13,041.45
123300	SOFTWARE HOUSE INT dba SHI	800 2109629	00001	2,469.00			2,469.00
123481	ORACLE USA INC	703 3642776	00001	21,281.25			21,281.25
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00001	54.39			54.39
126877	O'REILLY AUTO PARTS #1134 - B	251 5800298PH	00001	124.99			124.99
135466	VAN SCOYOC ASSOCIATES	202 6381950	00001	9,500.00			9,500.00
136215	DIAGNOSTIC & MEDICAL CLINIC	251 4351330	00001	166.15			166.15
136514	FLOYDS EXHAUST & PERFORMANCE A	9479631	00001	514.00			514.00
140134	GOTTLER, ANGELA GAY	251 9868187	00001	58.14			58.14
143271	JAZZY CLEAN JANITORIAL	251 6220127	00001	142.00			142.00
148734	AIRGAS USA, LLC - PO'S		00001	61.38			61.38
150287	BAY MINETTE LAND CO		00001	1,000.00			1,000.00
152477	J&R SYSTEM INTEGRATION LLC/SEC SON	2952760/JOHNGIB	00001	440.47			440.47
155011	KAISERCOMM INC	866 6237694	00001	399.00			399.00
157294	ADAMS AND REESE LLP	504 5813234	00001	6,000.00			6,000.00
158123	TRANE-MOBILE PARTS CENTER	6652939	00001	7,902.05			7,902.05
159450	BUSINESS SYSTEMS & CONSULTANT	805 988-3300	00001	4,100.14			4,100.14
162616	SWEAT TIRE - BAY MINETTE	5808473	00001	147.42			147.42
166975	TSA INC	205 7339111	00001	16,313.22			16,313.22
168591	WATTIER SURVEYING INC	3422640	00001	7,900.00			7,900.00
174713	PAM'S EMBROIDERY & SEWING	251 9371393	00001	459.00			459.00
180154	MOTOROLA SOLUTIONS INC**		00001	417.60			417.60
180505	CHUCK STEVENS CHEVROLET	251 937 1500	00001	639.14			639.14
180557	QUICK CAPTION INC	951 779-0787	00001	236.50			236.50
180573	DANA SAFETY SUPPLY INC	800 845 0045	00001	502.13			502.13
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00001	71,766.29	6,641.66-		78,407.95
181474	L A SHOWERS & GLASS LLC	251 583 7782	00001	680.00			680.00
181574	O'REILLY AUTO PARTS-FIRST CALL		00001	3,546.33	342.14-		3,888.47
181787	SHARP ELECTRONICS CORPORATION		00001	310.26			310.26
181852	ALTA POINTE HEALTH SYSTEMS INC	251 450 5901	00001	300.00			300.00
181921	ALABAMA COASTAL RADIOLOGY	251 460-0326	00001	50.54			50.54
182243	M & A SUPPLY - MOBILE	251 660 0975	00001	1,003.36			1,003.36

Supplier			Co	Balance Open	Aging			
Number	Name	Phone Number			Current	1 - 0	Over 0	
182244	COASTAL INDUSTRIAL SUPPLY	251 947 9400	00001	1,634.05				1,634.05
182261	TEAM BG & ASSOCIATES	985 893 4668	00001	3,972.80				3,972.80
183058	BALDWIN COUNTY VICTORY POLARIS	251 964 2777	00001	1,202.89				1,202.89
183366	VISION INTEGRATION SERVICES IN	251 279 0981	00001	1,740.00				1,740.00
184294	PRINT SHOP, THE	251 937 1772	00001	482.00				482.00
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00001	47.38				47.38
185252	AUTO ZONE - ROBERTSDALE BCC		00001	2,466.74				2,466.74
185396	MAC'S AUTOGLASS LLC	251 228 2744	00001	125.00				125.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00001	4,864.19				4,864.19
186165	INTERIOR/EXTERIOR BLDG SUPPLY	251 970 3871	00001	261.60				261.60
186326	QCHC INC		00001	131,194.88				131,194.88
187112	QUEST DIAGNOSTICS		00001	45.50				45.50
187344	CINTAS - UNIFORMS		00001	2,078.70				2,078.70
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00001	2,240.00				2,240.00
187990	JOHNSTONE SUPPLY OF MOBILE *	251 343-3499	00001	306.22				306.22
188199	SYNERGY TELCOM INC	800 201 7590	00001	265.45				265.45
189627	DAVIS, JOSEPH LEE III	251 769-5914	00001	261.97				261.97
189759	INGENUITY INC		00001	3,500.00				3,500.00
189796	VSC FIRE & SECURITY INC	804 459 2200	00001	540.00				540.00
190029	IMC-EMERGENCY PHYSICIANS		00001	452.55				452.55
190131	WALTER CRAIG, LLC	334 612 7044	00001	679.70	155.36-			835.06
190752	WESTERFIELD, ZANTAVIA LAKEITH	251 222-8645	00001	19.96				19.96
190879	BALDWIN EMERGENCY MEDICAL SERV		00001	975.00				975.00
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00001	22.50				22.50
191103	MITCHELL CANCER INSTITUTE		00001	51.71				51.71
191106	CONVERGE ONE INC	251 463 6768	00001	623.68				623.68
191116	WILKINS, BANKESTER, BILES & WY		00001	833.50				833.50
191354	IMAGE 360 DAPHNE	251 626 8168	00001	1,138.00				1,138.00
191643	MANAGING RESULTS, LLC	865 567 5192	00001	29,908.56				29,908.56
191808	FOLEY HOSPITAL CORP (R)		00001	39,257.86				39,257.86
191947	QUADIENT LEASING USA, INC.		00001	674.58				674.58
192408	PLUMCORE, INC.	205 631 4343	00001	78,203.91				78,203.91
192410	COMPLETE DKI	850 225 5354	00001	1,500.00				1,500.00
192513	AWARD COMPANY OF AMERICA, LLC	205 872 0935	00001	976.81				976.81
192515	KITTI K OUTLAW, MD, PC		00001	1,957.00				1,957.00
192563	GSM PROPERTIES, LLC (R)		00001	908.84				908.84
192564	HOLLOWAY, JULIE (R)		00001	829.65				829.65
192565	MOODY, SARA (R)		00001	199.56				199.56
192566	RON JON ORANGE BEACH, LLC (R)		00001	1,679.94				1,679.94
192567	MILLIGAN, TANYA (R)		00001	38.09				38.09



Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
192570	FOREFRONT DERMATOLOGY, SC		00001	438.90			438.90
192571	COMMUNITY ACTION AGENCY		00001	25,000.00	25,000.00		
	General Fund		00001	703,904.81	57,276.05		646,628.76
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00103	2.44			2.44
	County Transportation Fund		00103	2.44			2.44
152477	J&R SYSTEM INTEGRATION LLC/SEC	2952760/JOHNGIBSON	00104	1,517.04			1,517.04
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00104	82.43			82.43
189755	JASPER GROUP	800 457 4511	00104	9,584.52			9,584.52
192319	STEELCASE, INC.		00104	1,124.48			1,124.48
	Legislative Del Off Fund		00104	12,308.47			12,308.47
43003	OEC	800 759-3368	00105	502.50			502.50
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00105	137.10			137.10
85307	WAL-MART SUPERCENTER *	251 9375558	00105	213.99			213.99
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00105	1.45			1.45
99320	INFIRMARY OCCUPATIONAL HEALTH	803 4333781	00105	103.00			103.00
135520	WOOD FRUITTICHER GROCERY CO INC	800 4894550	00105	615.77	.71-		616.48
136611	BALDWIN CNTY SHERIFF'S OFFICE	251 9370210	00105	3,896.75			3,896.75
181787	SHARP ELECTRONICS CORPORATION		00105	201.51			201.51
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00105	334.31			334.31
186326	QCHC INC		00105	5,000.00			5,000.00
	Juvenile Detention Fac Fund		00105	11,006.38	.71-		11,007.09
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00106	.70			.70
190745	WALLACE, GEROD N	602 402 6661	00106	500.00			500.00
	Baldwin Co Archives Fund		00106	500.70			500.70
10432	ADT SECURITY SERVICES INC ***		00109	58.89			58.89
14018	BAY MINETTE ANIMAL CLINIC	251 9377540	00109	843.00			843.00
14044	BALDWIN ANIMAL CLINIC PC		00109	1,252.59	11.41-		1,264.00
21219	DENNIS ALUMINUM PRODUCTS	251 9436496	00109	1,525.00			1,525.00
27714	CENTRAL BALDWIN VETERINARY HOS		00109	1,605.00			1,605.00
40033	MOBILE PRESS REGISTER (ADS)		00109	218.40			218.40
41726	ANIMAL CARE EQUIP & SERVICES (	800 338-2237	00109	499.68			499.68
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00109	130.07	18.00-		148.07
51043	ROBERTSDALE FEED STORE	251 9477786	00109	139.80			139.80
54042	SWEAT TIRE - ROBERTSDALE		00109	50.57			50.57
56733	SERVICEMASTER ACTION CLEANING	800 943-3899	00109	1,100.00			1,100.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00109	15.29			15.29
104213	ADVANCED METAL SYSTEMS		00109	285.00			285.00
105435	CINTAS FIRST AID & SAFETY	251 4437301	00109	267.45			267.45
115852	DADE PAPER & BAG CO	251 9641500	00109	398.10			398.10

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00109	106.49				106.49
187344	CINTAS - UNIFORMS		00109	497.48				497.48
187817	MWI ANIMAL HEALTH	800 762 4800/2485	00109	1,491.40				1,491.40
188391	HILL'S PET NUTRITION INC		00109	353.62				353.62
191704	GPS INSIGHT, LLC	866 477 4321	00109	565.53				565.53
	Animal Shelter		00109	11,403.36	29.41-			11,432.77
10448	A & M PORTABLES INC	251 6790933	00111	150.00				150.00
14075	BEARD EQUIPMENT - POWERPLAN	4561993	00111	3,512.58				3,512.58
19009	CAMPBELL HARDWARE & SUPPLY CO	9472291	00111	64.06				64.06
25048	EQUIPMENT SALES CO	251 9375313	00111	4,384.71				4,384.71
40033	MOBILE PRESS REGISTER (ADS)		00111	2,598.93				2,598.93
40589	MOBILE ASPHALT CO LLC	251 4080770	00111	11,581.18	639.99-			12,221.17
43932	EVANS MFG	251 6336008	00111	3,016.50				3,016.50
48268	POPE CONTRACTING INC		00111	77,943.61				77,943.61
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00111	1,086.11	49.38-			1,135.49
51040	ROBERTSDALE POWER EQUIPMENT		00111	1,753.64				1,753.64
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00111	508.80				508.80
57071	THOMPSON TRACTOR CO	334 6265100	00111	1,944.93				1,944.93
60417	GOODWYN, MILLS & CAWOOD INC	334 2713200	00111	12,729.60				12,729.60
62623	EMPIRE TRUCK SALES INC	251 3300088PH	00111	1,922.34				1,922.34
65201	VULCAN MATERIALS CO - PO'	251 6256681	00111	17,321.80				17,321.80
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00111	228.24				228.24
66295	VOLKERT INC **	251 3421070	00111	3,904.58				3,904.58
84216	W W GRAINGER - FOR PO'S	251 661-1035	00111	8,463.38				8,463.38
87767	JANI KING OF MOBILE	504 4419700	00111	346.45				346.45
94060	CHUCK STEVENS AUTO INC		00111	565.20				565.20
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00111	748.90				748.90
95775	GCIS SUPPLY CO/GULF COAST IND	251 9437587	00111	291.30				291.30
98597	BALDWIN TRACTOR - PURCHASES	9474171	00111	897.66				897.66
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00111	680.22				680.22
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00111	103.00				103.00
100474	AL STATE DEPT OF TRANSPORTATIO		00111	1,362.77				1,362.77
100861	JOHN G WALTON CONST CO		00111	32,295.35				32,295.35
105435	CINTAS FIRST AID & SAFETY	251 4437301	00111	23.14				23.14
111077	ASPLUNDH TREE EXPERT - SAGINAW	205 6854000	00111	1,371.65				1,371.65
115852	DADE PAPER & BAG CO	251 9641500	00111	886.15	1.08-			887.23
120432	HI-LINE - FOR PURCHASE ORDERS		00111	971.91				971.91
126261	EXPRESS OIL CHANGE -ROBERTSDALE	251 9472606	00111	47.17				47.17
126877	O'REILLY AUTO PARTS #1134 - B'	251 5800298PH	00111	26.99				26.99
127440	MONTGOMERY ADVERTISER **	334 2621611	00111	874.65				874.65

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
133920	C & H CONSTRUCTION SERVICES	6256892	00111	8,550.00				8,550.00
146165	BALDWIN FEED AND SEED LLC	9379166	00111	500.00				500.00
148734	AIRGAS USA, LLC - PO'S		00111	723.99				723.99
149690	McGRIFF TIRE CO INC (PO'S ONL		00111	379.90				379.90
150578	MSC INDUSTRIAL DIRECT CO INC * 800	753-7997	00111	936.90				936.90
163096	B&H PHOTO & ELECTRONICS CORP	800 9478003	00111	131.20				131.20
169455	W H THOMAS OIL CO INC	205 7552610	00111	5,229.25				5,229.25
173315	KINGLINE EQUIPMENT - SUMMERDAL	9899693	00111	2,535.00				2,535.00
180100	CLEVERDON FARMS	251 943-1170	00111	420.00				420.00
181290	WESCO - FOLEY - PO'S	251 424 1550	00111	71.77				71.77
181424	GULF COAST BUILDING SUPPLY-ACE251	947 7800	00111	401.09				401.09
182059	SUNSOUTH LLC	251 943 5091	00111	74.22				74.22
183407	READY MIX USA LLC	251 943 2985	00111	393.01	81.99-			475.00
183761	SAIN ASSOCIATES INC	205 940 6420	00111	20,250.00				20,250.00
184603	ANDREW'S DIESEL & AUTOMOTIVE 251	591 1596	00111	7,985.32				7,985.32
185351	HOLLAND'S PAINT & BODY		00111	2,483.50				2,483.50
185518	MCELHENNEY CONSTRUCTION CO LLC		00111	4,471.68				4,471.68
185594	STAPLES CONTRACT & COMMERCIAL 803	333 8496	00111	1,016.59	160.14-			1,176.73
185645	BEARD EQUIPMENT CO - MOBILE		00111	1,611.48				1,611.48
185685	DEWBERRY ENGINEERS INC	251 990 9950	00111	1,573.53				1,573.53
185973	GULF CITY BODY & TRAILER WORKS		00111	4,998.00				4,998.00
186138	GRAESTONE AGGREGATES, LLC		00111	10,534.86				10,534.86
186607	HERITAGE-CRYSTAL CLEAN LLC	877 938 7948	00111	166.50				166.50
187344	CINTAS - UNIFORMS		00111	1,805.96				1,805.96
187849	MOTT MACDONALD CONSULTANTS INC	251 343 4366	00111	16,275.00				16,275.00
188064	FORTILINE WATERWORKS INC **	251 945 1177	00111	435.00				435.00
189276	OZARK MATERIALS LLC	334 371 2308	00111	2,419.20				2,419.20
190650	SOUTHERN TIRE MART	877 786 4681	00111	5,534.12				5,534.12
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00111	37.50				37.50
192180	TTL, INC.	205 345 0816	00111	20,372.96				20,372.96
192407	MCDADE VALUATION & CONSULTING 251	410 8898	00111	3,800.00				3,800.00
	7 Cent Gasoline Tax Fund		00111	320,725.03	932.58-			321,657.61
100861	JOHN G WALTON CONST CO		00115	464,754.07				464,754.07
	Rebuild Alabama Fund		00115	464,754.07				464,754.07
40033	MOBILE PRESS REGISTER (ADS)		00120	224.58				224.58
98634	MCPHERSON OIL CO INC/DBA FUELM 800	2398882	00120	18.09				18.09
99320	INFIRMARY OCCUPATIONAL HEALTH 334	4333781	00120	40.00				40.00
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00120	587.14				587.14
105435	CINTAS FIRST AID & SAFETY	251 4437301	00120	650.00				650.00
184294	PRINT SHOP, THE	251 937 1772	00120	65.00				65.00

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00120	495.13			495.13
191947	QUADIENT LEASING USA, INC.		00120	1,597.77			1,597.77
	Reappraisal Fund		00120	3,677.71			3,677.71
10448	A & M PORTABLES INC	251 6790933	00140	115.00			115.00
32419	HUNTER SECURITY INC	251 6265112	00140	25.00			25.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00140	1.75			1.75
183951	HENDERSON, KENDEL DYETT	251 978-6934	00140	126.50			126.50
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00140	799.98	142.73-		942.71
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00140	22.50			22.50
	Council on Aging Fund		00140	1,090.73	142.73-		1,233.46
41646	FEDEX		00143	93.12			93.12
43003	OEC	800 759-3368	00143	159.95			159.95
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	704.52			704.52
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00143	152.64			152.64
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00143	315.05			315.05
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00143	155.44			155.44
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00143	35.00			35.00
115852	DADE PAPER & BAG CO	251 9641500	00143	543.84			543.84
123300	SOFTWARE HOUSE INT dba SHI	800 2109629	00143	1,336.04			1,336.04
143271	JAZZY CLEAN JANITORIAL	251 6220127	00143	548.86			548.86
180139	GEORGE PATTON ASSOCIATES INC		00143	71.25			71.25
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00143	26.56			26.56
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00143	451.59			451.59
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00143	22.50			22.50
191271	PARTS HOUSE, THE	251 471 45000	00143	332.91			332.91
	Section 18 Fund		00143	4,949.27			4,949.27
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00144	234.61			234.61
43932	EVANS MFG	251 6336008	00144	450.00			450.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00144	4.46			4.46
54042	SWEAT TIRE - ROBERTSDALE		00144	475.00			475.00
57002	TERMINIX SERVICE *		00144	333.00			333.00
62607	HOOD'S DISCOUNT HOME CENTER	251 9431801	00144	250.00			250.00
65007	VULCAN SIGNS	334 9431541	00144	756.00			756.00
66295	VOLKERT INC **	251 3421070	00144	38,356.72			38,356.72
84216	W W GRAINGER - FOR PO'S	251 661-1035	00144	628.55			628.55
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00144	518.00			518.00
98597	BALDWIN TRACTOR - PURCHASES	9474171	00144	126.88	14.10-		140.98
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00144	38.51			38.51
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00144	126.00			126.00
103114	BAY UTILITY TRAILERS INC	251 9436683	00144	828.00			828.00



Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
136207	SHERWIN WILLIAMS - SPANISH FOR		00144	187.05				187.05
136872	LOWE'S - DAPHNE	6217620	00144	19.92				19.92
148734	AIRGAS USA, LLC - PO'S		00144	337.38				337.38
182059	SUNSOUTH LLC	251 943 5091	00144	543.24				543.24
184657	COCA-COLA BOTTLING CO (DO NOT		00144	108.00				108.00
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00144	67.67				67.67
185203	BLADE CONSTRUCTION, LLC	251 970 1050	00144	4,141.09				4,141.09
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00144	735.36				735.36
187344	CINTAS - UNIFORMS		00144	358.24				358.24
189142	S C STAGNER CONTRACTING INC		00144	64,515.45				64,515.45
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00144	22.50				22.50
	Parks Fund		00144	114,161.63	14.10-			114,175.73
27022	GULF COAST NEWSPAPERS		00146	460.80				460.80
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00146	129.99				129.99
	Eastern Shore Metro Planning O		00146	590.79				590.79
108898	REHM ANIMAL CLINIC AT TIMBER R	251 9647501	00154	62.45				62.45
191799	DARECATALOG.COM	888 811 3273	00154	3,999.93				3,999.93
192210	R J YOUNG, LLC	800 347 1955	00154	11,370.00				11,370.00
	Federal Forfeiture Fund		00154	15,432.38				15,432.38
40589	MOBILE ASPHALT CO LLC	251 4080770	00165	1,024.10	91.13-			1,115.23
142501	WARRINER DIRT PIT	251 9655079HM&FAX	00165	1,480.50				1,480.50
	Gulf Mexico EnergySec Act 2006		00165	2,504.60	91.13-			2,595.73
191646	THE BRIDGE INC	256 546-6324	00180	78,734.00				78,734.00
	State Grants		00180	78,734.00				78,734.00
10003	ACCURATE CONTROL EQUIPMENT	334 9284976	00510	189.95				189.95
19039	COWIN EQUIPMENT CO - MOBILE	6334020	00510	1,048.23				1,048.23
21179	DAVISON OIL COMPANY INC	334 633-4444	00510	1,738.02	.04-			1,738.06
25048	EQUIPMENT SALES CO	251 9375313	00510	532.00				532.00
40019	MOYER FORD SALES INC	334 9431661	00510	671.58				671.58
40033	MOBILE PRESS REGISTER (ADS)		00510	413.11				413.11
48298	POSTMARK INK	251 9281095	00510	866.11	.01-			866.12
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00510	411.64				411.64
51288	ROTO-ROOTER		00510	3,687.75				3,687.75
54092	BAY PAPER **	251 4769791	00510	636.84				636.84
57071	THOMPSON TRACTOR CO	334 6265100	00510	9,775.87				9,775.87
57327	TONY'S TOWING INC	251 9287334	00510	676.25				676.25
64848	J H WRIGHT & ASSOCIATES INC		00510	1,850.00				1,850.00
65091	STONE CROSBY PC **		00510	1,218.77				1,218.77
80670	WILLIAMS SCOTSMAN INC	653.0510	00510	677.00				677.00
84216	W W GRAINGER - FOR PO'S	251 661-1035	00510	264.52				264.52

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	Over 0
87716	LOWE'S FOLEY - 057700034	9705307	00510	272.56		272.56
91555	METALS USA	251 4564531	00510	7,824.00		7,824.00
95071	FLEETPRIDE - PO	251 4382489	00510	155.00		155.00
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00510	621.60		621.60
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00510	309.12		309.12
99320	INFIRMARY OCCUPATIONAL HEALTH	34 4333781	00510	126.00		126.00
113371	WITTICHEN SUPPLY-FOLEY	251 9432001PH	00510	78.44		78.44
113890	HYDRA SERVICE INC		00510	2,788.51		2,788.51
120432	HI-LINE - FOR PURCHASE ORDERS		00510	345.05		345.05
123094	McPHERSON CO (FOR PO)	888- 8027500EXT2	00510	1,043.96		1,043.96
128080	KENWORTH OF ALABAMA (PARTS ON	251 9574000P	00510	649.37		649.37
149690	McGRIFF TIRE CO INC (PO'S ONL		00510	4,178.47		4,178.47
150578	MSC INDUSTRIAL DIRECT CO INC *	800 753-7997	00510	249.77		249.77
159556	FASTENAL - SUMMERDALE	9476002	00510	285.67	.04-	285.71
180153	CAPITAL VOLVO TRUCK & TRAILER	251 452 0520	00510	551.04		551.04
180354	CERTIFIED LABORATORIES **	800 527 9929	00510	7,795.00		7,795.00
180999	PETROLEUM TRADERS CORPORATIO	800 348-3705/1002	00510	1,895.51		1,895.51
181164	CRITTER GITTER PEST CONTROL	850 455-6500	00510	125.00		125.00
181290	WESCO - FOLEY - PO'S	251 424 1550	00510	120.68		120.68
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00510	9.98		9.98
181574	O'REILLY AUTO PARTS-FIRST CALL		00510	197.40		197.40
182059	SUNSOUTH LLC	251 943 5091	00510	670.50	798.98-	1,469.48
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00510	806.16		806.16
185684	FQS BEAR EQUIPMENT INC	803 957 4946	00510	577.79		577.79
187492	SHORELINE ENVIRONMENTAL INC	251 960 5505	00510	288.75		288.75
189416	AUTOWORX LLC	251 970 5003	00510	1,575.10		1,575.10
189603	OFFICE MASTER INC	909 392 5678	00510	592.80		592.80
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00510	17.50		17.50
191148	ONE CUT GLASS, LLC	251 967-1171	00510	200.00		200.00
191947	QUADIENT LEASING USA, INC.		00510	370.56		370.56
	Solid Waste Fund		00510	59,378.93	799.07-	60,178.00
10202	AL-TRANS SERVICE INC *	251 3040906	00511	701.10		701.10
14534	BALDWIN LOCKSMITH LLC *	251 9434291	00511	515.94		515.94
21179	DAVISON OIL COMPANY INC	334 633-4444	00511	1,605.16	1,508.12-	3,113.28
27242	GULF COAST TRUCK & EQUIPMENT	334 4762744	00511	5,545.85		5,545.85
48298	POSTMARK INK	251 9281095	00511	1,449.00		1,449.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00511	96.00		96.00
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00511	2,317.65		2,317.65
57039	TRUCK EQUIPMENT SALES INC	251 6668606	00511	12,118.05		12,118.05
57071	THOMPSON TRACTOR CO	334 6265100	00511	1,972.00		1,972.00

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
57327	TONY'S TOWING INC	251 9287334	00511	2,553.75				2,553.75
84216	W W GRAINGER - FOR PO'S	251 661-1035	00511	209.12				209.12
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00511	782.34				782.34
98634	MCPHERSON OIL CO INC/DBA FUELM	2398882	00511	369.36				369.36
99320	INFIRMARY OCCUPATIONAL HEALTH	4333781	00511	40.00				40.00
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00511	2,513.68	172.36-			2,686.04
103000	OTTO ENVIRONMENTAL SYSTEMS	678- 4327558PH	00511	30,948.00				30,948.00
115852	DADE PAPER & BAG CO	251 9641500	00511	9.62				9.62
120432	HI-LINE - FOR PURCHASE ORDERS		00511	346.15				346.15
123094	McPHERSON CO (FOR PO)	888- 8027500EXT2	00511	447.12				447.12
128080	KENWORTH OF ALABAMA (PARTS ON	9574000P	00511	400.33				400.33
149690	McGRIFF TIRE CO INC (PO'S ONL		00511	21,422.97	1,850.00-			23,272.97
150578	MSC INDUSTRIAL DIRECT CO INC *	800 753-7997	00511	1,394.43				1,394.43
159767	CORE COMPUTING SOLUTIONS INC		00511	4,856.30				4,856.30
180153	CAPITAL VOLVO TRUCK & TRAILER	251 452 0520	00511	1,068.80	440.00-			1,508.80
181787	SHARP ELECTRONICS CORPORATION		00511	214.97				214.97
182970	JOINER, CHARLOTTE (R)		00511	16.00				16.00
183656	MOBILE MACHINE AND HYDRAULICS		00511	287.56				287.56
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00511	229.08				229.08
189416	AUTOWORX LLC	251 970 5003	00511	1,606.73	1,105.70-			2,712.43
189486	GSP MARKETING INC	814 445 5866	00511	4,146.79				4,146.79
190452	BATTAGLIA, MARY ALLISON (R)		00511	78.00				78.00
192518	ARD, BRITTANY (R)		00511	30.00				30.00
192519	BROWN, LYNNE R (R)		00511	32.00				32.00
192520	BROWN, MICHAEL G (R)		00511	32.00				32.00
192522	BUTLER, ALAN (R)		00511	30.00				30.00
192524	BYRNES, PATRICK J & SANDRA J (		00511	16.00				16.00
192526	CARLISLE, TRISHA (R)		00511	20.00				20.00
192527	ESTATE OF BETTY J CHANEY BROWN		00511	30.00				30.00
192529	CLOPTON, REGINALD G (R)		00511	16.00				16.00
192530	DERISO, BETTY (R)		00511	32.00				32.00
192532	EVANS, ANNA BETH (R)		00511	32.00				32.00
192534	FORTIER, TAYLOR (R)		00511	32.00				32.00
192535	FOX, ROBERT L (R)		00511	21.00				21.00
192536	GIORDANO, ANTHONY L (R)		00511	32.00				32.00
192537	HANISSIAN, GINA (R)		00511	42.00				42.00
192541	HILLIARD, JOSEPH S (R)		00511	14.00				14.00
192542	HOWARD, ROXANNE (R)		00511	30.00				30.00
192543	JOHNSON, TIMOTHY (R)		00511	32.00				32.00
192544	JOHNSON, WILLIE (R)		00511	21.00				21.00

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
192545	KORTH, JACKIE (R)		00511	16.00			16.00
192546	MCKINLEY, JAMES T (R)		00511	32.00			32.00
192547	MCNEIL, ADAM T (R)		00511	32.00			32.00
192548	PAGE, SHIRLEY (R)		00511	16.00			16.00
192549	PARKER, L JAMES (R)		00511	21.00			21.00
192550	PARKER, MIRANDA (R)		00511	21.00			21.00
192551	PERRY, TASHA (R)		00511	30.00			30.00
192552	RAY, NICOLE (R)		00511	16.00			16.00
192553	STAMPER, SIDNEY (R)		00511	30.00			30.00
192554	STAPLETON, MARY KATHERN (R)		00511	16.00			16.00
192555	STEWART, FRANKIE B (R)		00511	32.00			32.00
192556	STREMPER, BRIDGET (R)		00511	16.00			16.00
192557	TILLER, JENNIFER & BRYAN (R)		00511	16.00			16.00
192558	VANLEEUVEN, BREELYN (R)		00511	21.00			21.00
192559	WALTERS, ERIC BRADLEY (R)		00511	16.00			16.00
192560	WEAVER, MARY ELIZABETH (R)		00511	30.00			30.00
192561	WEST, ASHLEA (R)		00511	21.00			21.00
192562	WHITE, ROBYN (R)		00511	30.00			30.00
	Solid Waste Collection Fund		00511	101,167.85	5,076.18-		106,244.03
98634	MCPHERSON OIL CO INC/DBA FUELM00	2398882	00708	9.08			9.08
185594	STAPLES CONTRACT & COMMERCIAL03	333 8496	00708	338.25			338.25
	Community Corrections		00708	347.33			347.33
66391	XEROX CORP		00740	108.83			108.83
116169	GANEY, BRENDA Q		00740	3,433.34			3,433.34
180834	COX, DEANNA VICICH		00740	1,350.00			1,350.00
181809	RUFFIN, LORI G		00740	93.50			93.50
184294	PRINT SHOP, THE	251 937 1772	00740	924.00			924.00
185506	SMITH, CHARLOTTE K		00740	154.00			154.00
185594	STAPLES CONTRACT & COMMERCIAL03	333 8496	00740	115.26			115.26
	Law Library Fund		00740	6,178.93			6,178.93
186451	SYMBOL HEALTH SOLUTIONS LLC		00790	73,789.51			73,789.51
	Self Insurance Trust		00790	73,789.51			73,789.51
Grand Total(s)			00790	1,986,608.92	50,190.14		1,936,418.78

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount		Discount Taken				
G/L Bank Account 00018481						Cash	Batch Number	2852467	Type	M	Date	8/24/2020	User ID	RBENSON
PN	9205375			9/1/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116					346,815.83-		D
PV	523019	00001	001	8/24/2020		7312020								
							CASUAL SALES TAX; JUL 2020							
						Cash	00018481					346,815.83-	AA	
PN	9205375			9/1/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116					942,998.85-		D
PV	523025	00001	001	8/24/2020		8242020								
							SALES/USE TAX							
						Cash	00018481					942,998.85-	AA	
PN	9205375			9/1/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116					174,116.22-		D
PV	523025	00001	002	8/24/2020		8242020								
							SALES/USE TAX							
						Cash	00018481					174,116.22-	AA	
Totals for Bank Account												1,463,930.90-	1,463,930.90-	
Totals for Batch												1,463,930.90-	1,463,930.90-	
User Total												1,463,930.90-	1,463,930.90-	
Grand Total												1,463,930.90-	1,463,930.90-	



..... Document .....				Date	Co.	Name	Address Number	Amounts .....								Tax Amount
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount		G/L		LT	PC	PI	Subledger /Type	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken		Distribution						
G/L Bank Account	00018481					Cash	Batch Number	2852468	Type	M	Date	8/24/2020	User ID		RBENSON	
PN	9205376			9/1/2020	00001	GULF SHORES BOARD OF EDUCATION	191392	23,992.17-							D	
PV	523020	00001	001	8/24/2020		7312020	CASUAL SALES TAX; JUL 2020									
						Cash	00018481					23,992.17-	AA			
PN	9205376			9/1/2020	00001	GULF SHORES BOARD OF EDUCATION	191392	54,324.28-							D	
PV	523022	00001	001	8/24/2020		8242020	SALES/USE TAX									
						Cash	00018481					54,324.28-	AA			
PN	9205376			9/1/2020	00001	GULF SHORES BOARD OF EDUCATION	191392	11,413.64-							D	
PV	523022	00001	002	8/24/2020		8242020	SALES/USE TAX									
						Cash	00018481					11,413.64-	AA			
Totals for Bank Account								89,730.09-				89,730.09-				
Totals for Batch								89,730.09-				89,730.09-				
User Total								89,730.09-				89,730.09-				
Grand Total								89,730.09-				89,730.09-				

..... Document .....				Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
Payment Ty	Voucher	Co.	Item				Payment Amount Discount Taken									
G/L Bank Account	00018481				Cash	Batch Number	2852466	Type	M	Date	8/24/2020	User ID			RBENSON	
PN	9205374			9/1/2020	00304	REGIONS BANK CORP TRUST	123781				184,608.33-				D	
PV	523016	00304	001	8/24/2020		2020 LEASE;SEPT'20	2020 LEASE PBA									
					Cash	00018481					184,608.33-	AA				
Totals for Bank Account							184,608.33-				184,608.33-					
Totals for Batch							184,608.33-				184,608.33-					
User Total							184,608.33-				184,608.33-					
Grand Total							184,608.33-				184,608.33-					



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1489, **Version:** 1

**Item #:** EA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

**Submitted by:** Robin Benson, Accounts Payable Supervisor

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### **ITEM TITLE**

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

### **STAFF RECOMMENDATION**

Make the attached interim payments made by the Clerk/Treasurer totaling \$2,116,904.94 (two million, one hundred sixteen thousand, nine hundred four dollars and ninety-four cents) a part of the minutes.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** N/A.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A



**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation? N/A**

**If the proof of publication affidavit is not attached, list the reason: N/A**

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up: N/A**

**Individual(s) responsible for follow up: N/A**

**Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A**

**Additional instructions/notes: N/A**

**Baldwin County Commission**  
**Interim Payments**  
**September 1, 2020**

Vendor Summary		Totals	Brief Description
1	AL STATE DEPT OF FINANCE-CRAFT TRAINING	3,377.00	CICT Fees; Jul 2020
2	ALABAMA CHILD SUPPORT PAYMENT CENTER	2,494.41	Payroll
3	ANDERSON, FAVIUN M	2,674.67	Land Redemptions
4	AT&T	894.71	Telephone
5	BALDWIN CNTY COMMISSION - BOOTS	130.00	Payroll
6	BALDWIN CNTY COMMISSION - DENTAL	12,430.50	Payroll
7	BALDWIN CNTY COMMISSION - HEALTH	70,418.00	Payroll
8	BALDWIN CNTY SHERIFF'S OFFICE	777,669.92	Payroll; Sheriff's
9	BALDWIN EMC	8,732.36	Utilities
10	BLUE CROSS & BLUE SHIELD OF AL	293,406.03	Payroll
11	CANOPY INVESTMENT COMPANY LLC	757.47	Land Redemptions
12	CENTURYLINK	1,844.24	Telephone
13	CHEAP HOME FINDERS, INC	110.91	Land Redemptions
14	CHEAP LANDS, INC	142.98	Land Redemptions
15	COOK, ROBERT M & STEPHENIA K.	587.00	Land Redemptions
16	COOPER, OLLIE G AND CYNTHIA N	1,918.68	Land Redemptions
17	DEPARTMENT OF CHILDREN AND FAMILY SVC	193.84	Payroll
18	EMMINGER, INGRID SEWARD	150.00	Poll Worker
19	FAIRHOPE, CITY OF	12,732.24	Utilities
20	FINLEY PROPERTIES, LLC	3,451.80	Land Redemptions
21	FLEXIBLE BENEFITS	10,396.22	Payroll
22	FOLEY, CITY OF	57.72	Utilities
23	FRONTIER COMMUNICATIONS	66.30	Telephone
24	GIBSON, HAROLD STEPHEN	150.00	Poll Worker
25	GSP MARKETING INC	274,013.17	Automated Side Loader; Solid Waste
26	HARBOR COMMUNICATIONS LLC	886.53	Telephone
27	HARRISON TRUCK CENTERS, INC	165,805.00	New Autocar Chassis; Solid Waste
28	IRS-TAX PAYMENT	232,079.25	Payroll
29	JUDICIAL RETIREMENT FUND	907.68	Payroll
30	MCADAMS PROPERTIES	304.40	Land Redemptions
31	MINER, HANK	96.00	Refund; Solid Waste
32	MOYER FORD SALES INC	46,248.00	2020 Ford Expedition; Probate
33	NANCY M RABY LIVING TRUST	9,246.40	Land Redemptions
34	NATIONWIDE RETIREMENT SOLUTIONS	10,454.75	Payroll
35	NORTH BALDWIN UTILITIES	135.93	Utilities
36	NUVIEW IRA FBO DOUGLAS GALE	353.25	Land Redemptions
37	O'BRIEN, DANIEL	1,099.82	Payroll
38	PAYNE, JOHN	3,974.69	Land Redemptions
39	PEIRAF DEFERRED COMPENSATION	1,635.00	Payroll
40	PRESCOTT, JEAN MARC	1,494.60	Land Redemptions
41	PRESCOTT, TYLER MONTANA JUL	648.33	Land Redemptions
42	RELIABLE PROPERTIES LLC	337.68	Land Redemptions
43	RETIREMENT SYSTEMS OF AL	132,838.97	Payroll
44	RIVIERA UTILITIES	10,385.53	Utilities
45	RYNO CONSULTING LLC	774.20	Monthly Payflow Fee
46	SPEAKSPACE LLC	150.72	Telephone
47	VERIZON WIRELESS	18,198.04	Telephone
48	WISE, JODY L CIRCUIT CLERK	50.00	Payroll
<b>Grand Total</b>		<b>2,116,904.94</b>	

..... Document .....				Date	Co.	Name	Address Number	Amounts .....								Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken		G/L Distribution	LT	PC	PI	Subledger /Type		
G/L Bank Account	00018481					Cash	Batch Number	2852243	Type	M	Date	8/10/2020	User ID	RBENSON		
PN	9205355			8/10/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	19,275.64-						D		
PV	521947	00001	001	8/10/2020		8102020	A/P MONTH END JUL FOR AUG									
						Cash	00018481						19,275.64-	AA		
PN	9205355			8/10/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	9,973.58-						D		
PV	521947	00001	002	8/10/2020		8102020	A/P MONTH END JUL FOR AUG									
						Cash	00018481						9,973.58-	AA		
PN	9205355			8/10/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10	896.85-						D		
PV	521947	00001	003	8/10/2020		8102020	A/P MONTH END JUL FOR AUG									
						Cash	00018481						896.85-	AA		
Totals for Bank Account								30,146.07-					30,146.07-			
Totals for Batch								30,146.07-					30,146.07-			
User Total								30,146.07-					30,146.07-			
Grand Total								30,146.07-					30,146.07-			

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Baldwin County Commission  
Manual Payment Journal

8/11/2020 13:57:31  
Page - 1

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount	Discount Taken	G/L Distribution	User ID					
G/L Bank Account	00018481					Cash	Batch Number	2852267	Type	M	Date	8/11/2020			189171	
PN	9205361			8/11/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	39,365.41-							D	
PV	522002	00790	001	8/11/2020		42257-999 8012020	BCC MONTHLY FEES 8/1-9/1/20									
						Cash	00018481					39,365.41-			AA	
Totals for Bank Account								39,365.41-				39,365.41-				
Totals for Batch								39,365.41-				39,365.41-				
User Total								39,365.41-				39,365.41-				
Grand Total								39,365.41-				39,365.41-				

..... Supplier .....			..... Aging .....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
189486	GSP MARKETING INC	814 445 5866	00511	274,013.17			274,013.17
191630	HARRISON TRUCK CENTERS, INC	515 967 3500	00511	165,805.00			165,805.00
	HARRISON TRUCK CENTERS, INC		00511	439,818.17			439,818.17
	Solid Waste Collection Fund		00511	439,818.17			439,818.17

Document				Date	Co.	Name	Address Number	Amounts												
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Payment Amount				G/L	LT	PC	PI	Subledger /Type	Tax Amount			
							Account Description	Account Number	Discount Taken				Distribution							
G/L Bank Account			00018481			Cash		Batch Number		2852280		Type	M	Date	8/12/2020		User ID	189171		
PN	9205362			8/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL		14125									381.80-			D
PV	522037	00790	001	8/12/2020		42257 998 8072020		BCSO WEEKLY CLAIMS 8/3-8/7/20												
							Cash	00018481									381.80-	AA		
PN	9205362			8/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL		14125									2,816.82-			D
PV	522037	00790	002	8/12/2020		42257 998 8072020		BCSO WEEKLY CLAIMS 8/3-8/7/20												
							Cash	00018481									2,816.82-	AA		
PN	9205362			8/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL		14125									111.00-			D
PV	522037	00790	003	8/12/2020		42257 998 8072020		BCSO WEEKLY CLAIMS 8/3-8/7/20												
							Cash	00018481									111.00-	AA		
PN	9205362			8/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL		14125									397.15-			D
PV	522037	00790	004	8/12/2020		42257 998 8072020		BCSO WEEKLY CLAIMS 8/3-8/7/20												
							Cash	00018481									397.15-	AA		
PN	9205362			8/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL		14125									27,697.38-			D
PV	522037	00790	005	8/12/2020		42257 998 8072020		BCSO WEEKLY CLAIMS 8/3-8/7/20												
							Cash	00018481									27,697.38-	AA		
PN	9205362			8/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL		14125									6,951.84-			D
PV	522037	00790	006	8/12/2020		42257 998 8072020		BCSO WEEKLY CLAIMS 8/3-8/7/20												
							Cash	00018481									6,951.84-	AA		
PN	9205362			8/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL		14125									33.49-			D
PV	522037	00790	007	8/12/2020		42257 998 8072020		BCSO WEEKLY CLAIMS 8/3-8/7/20												
							Cash	00018481									33.49-	AA		
PN	9205363			8/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL		14125									1,241.40-			D
PV	522038	00790	001	8/12/2020		42257 999 8072020		BCC WEEKLY CLAIMS 8/3-8/7/20												

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		1,241.40-	AA				
PN	9205363			8/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	4,277.40-				D		
PV	522038	00790	002	8/12/2020		42257 999 8072020	BCC WEEKLY CLAIMS 8/3-8/7/20							
						Cash	00018481		4,277.40-	AA				
PN	9205363			8/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	52.00-				D		
PV	522038	00790	003	8/12/2020		42257 999 8072020	BCC WEEKLY CLAIMS 8/3-8/7/20							
						Cash	00018481		52.00-	AA				
PN	9205363			8/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	668.50-				D		
PV	522038	00790	004	8/12/2020		42257 999 8072020	BCC WEEKLY CLAIMS 8/3-8/7/20							
						Cash	00018481		668.50-	AA				
PN	9205363			8/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	94,187.39-				D		
PV	522038	00790	005	8/12/2020		42257 999 8072020	BCC WEEKLY CLAIMS 8/3-8/7/20							
						Cash	00018481		94,187.39-	AA				
PN	9205363			8/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	4,230.98-				D		
PV	522038	00790	006	8/12/2020		42257 999 8072020	BCC WEEKLY CLAIMS 8/3-8/7/20							
						Cash	00018481		4,230.98-	AA				
PN	9205363			8/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	368.39-				D		
PV	522038	00790	007	8/12/2020		42257 999 8072020	BCC WEEKLY CLAIMS 8/3-8/7/20							
						Cash	00018481		368.39-	AA				
PN	9205363			8/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	.01				D		
PV	522038	00790	008	8/12/2020		42257 999 8072020	BCC WEEKLY CLAIMS 8/3-8/7/20							
						Cash	00018481		.01	AA				
Totals for Bank Account								143,415.53-	38,389.48-					

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger	/Type	Tax Amount									
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution															
Totals for Batch								143,415.53-	38,389.48-															
User Total								143,415.53-	38,389.48-															
Grand Total								143,415.53-	38,389.48-															



Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
40019	MOYER FORD SALES INC	334 9431661	00001	46,248.00			46,248.00
	General Fund		00001	46,248.00			46,248.00
	Grand Total(s)		00001	46,248.00			46,248.00

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
14397	AT&T MOBILITY (WIRELESS) **		00001	155.72		155.72
19049	FOLEY, CITY OF		00001	57.72		57.72
27007	CENTURYLINK (GULFTEL) **		00001	84.47		84.47
51003	RIVIERA UTILITIES		00001	9,200.36		9,200.36
61111	CENTURYLINK(GULF TELEPHONE CO		00001	1,759.77		1,759.77
155408	HARBOR COMMUNICATIONS LLC	6621532	00001	886.53		886.53
181427	SPEAKSPACE LLC		00001	150.72		150.72
186412	AL STATE DEPT OF FINANCE-CRAFT		00001	3,377.00		3,377.00
20153498	EMMINGER, INGRID SEWARD		00001	150.00		150.00
52008625	GIBSON, HAROLD STEPHEN		00001	150.00		150.00
	General Fund		00001	15,972.29		15,972.29
14397	AT&T MOBILITY (WIRELESS) **		00105	77.60		77.60
	Juvenile Detention Fac Fund		00105	77.60		77.60
14005	BALDWIN EMC	251 9890118	00109	1,728.00		1,728.00
19021	FAIRHOPE, CITY OF (UTILITIES)		00109	160.98		160.98
	Animal Shelter		00109	1,888.98		1,888.98
14005	BALDWIN EMC	251 9890118	00111	499.36		499.36
14397	AT&T MOBILITY (WIRELESS) **		00111	95.18		95.18
51003	RIVIERA UTILITIES		00111	1,001.35		1,001.35
	7 Cent Gasoline Tax Fund		00111	1,595.89		1,595.89
14005	BALDWIN EMC	251 9890118	00140	186.00		186.00
19003	NORTH BALDWIN UTILITIES		00140	17.68		17.68
	Council on Aging Fund		00140	203.68		203.68
51003	RIVIERA UTILITIES		00143	45.00		45.00
	Section 18 Fund		00143	45.00		45.00
14005	BALDWIN EMC	251 9890118	00144	193.00		193.00
19003	NORTH BALDWIN UTILITIES		00144	104.73		104.73
51003	RIVIERA UTILITIES		00144	49.80		49.80
	Parks Fund		00144	347.53		347.53
14005	BALDWIN EMC	251 9890118	00510	5,353.00		5,353.00
19021	FAIRHOPE, CITY OF (UTILITIES)		00510	82.16		82.16
	Solid Waste Fund		00510	5,435.16		5,435.16
192514	MINER, HANK (R)		00511	96.00		96.00
	Solid Waste Collection Fund		00511	96.00		96.00
128434	PRESCOTT, TYLER MONTANA JUL	334 456-9822	00725	648.33	648.33	
130681	PRESCOTT, JEAN MARC	334 830-0258	00725	654.34	654.34	
180942	RELIABLE PROPERTIES LLC		00725	337.68	337.68	
180964	PAYNE, JOHN		00725	168.16	168.16	
192243	CHEAP HOME FINDERS, INC		00725	110.91	110.91	
192245	CHEAP LANDS, INC		00725	142.98	142.98	

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
192254	ANDERSON, FAVIUN M		00725	2,674.67	2,674.67	
192256	FINLEY PROPERTIES, LLC		00725	3,368.77	3,368.77	
192297	COOPER, OLLIE G AND CYNTHIA N		00725	1,918.68	1,918.68	
192301	COOK, ROBERT M & STEPHENIA K.		00725	587.00	587.00	
192314	NANCY M RABY LIVING TRUST		00725	7,384.35	7,384.35	
	Land Redemption Fund		00725	17,995.87	17,995.87	
152240	VERIZON WIRELESS **		00740	454.97		454.97
	Law Library Fund		00740	454.97		454.97
Grand Total(s)			00740	44,112.97	17,995.87	26,117.10

Supplier				Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
717	FLEXIBLE BENEFITS	251 9370264	00001	100.00	100.00			
40627	NATIONWIDE RETIREMENT SOLUTION		00001	125.00	125.00			
180373	BALDWIN CNTY COMMISSION - DENT		00001	272.00	272.00			
186456	BALDWIN CNTY COMMISSION - HEAL		00001	5,724.00	5,724.00			
	General Fund		00001	6,221.00	6,221.00			
Grand Total(s)				00001	6,221.00			

R5504311  
BCC0001

Baldwin County Commission  
Manual Payment Journal

8/12/2020 15:43:44  
Page - 1

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution		User ID					
G/L Bank Account	00018481					Cash	Batch Number	2852289	Type	M	Date	8/12/2020				DGBRYARS
PN	9205364			8/14/2020	00001	IRS-TAX PAYMENT	54188					3,567.35-				D
T7	522021	00001	001	8/14/2020		08122012355710	636001408 Payroll Taxes									
						Cash	00018481					3,567.35-	AA			
PN	9205364			8/14/2020	00001	IRS-TAX PAYMENT	54188					5,726.64-				D
T7	522022	00001	001	8/14/2020		08122012355711	636001408 Payroll Taxes									
						Cash	00018481					5,726.64-	AA			
Totals for Bank Account								9,293.99-				9,293.99-				
Totals for Batch								9,293.99-				9,293.99-				
User Total								9,293.99-				9,293.99-				
Grand Total								9,293.99-				9,293.99-				

R5504311  
BCC0001

Baldwin County Commission  
Manual Payment Journal

8/12/2020 15:56:28  
Page - 1

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken									
G/L Bank Account 00018481						Cash	Batch Number	2852291	Type	M	Date	8/12/2020	User ID	DGBRYARS			
PN	9205365			8/12/2020	00001	RETIREMENT SYSTEMS OF AL	51059					997.50-				D	
T7	522035	00001	001	8/14/2020		0812201235578	RSA MONTHLY AUGUST 2020										
						Cash	00018481						997.50-	AA			
PN	9205365			8/12/2020	00001	RETIREMENT SYSTEMS OF AL	51059					1,012.66-				D	
T7	522036	00001	001	8/14/2020		0812201235579	RSA MONTHLY AUGUST 2020										
						Cash	00018481						1,012.66-	AA			
PN	9205365			8/12/2020	00001	RETIREMENT SYSTEMS OF AL	51059					.01				D	
PD	522045	00001	001	8/12/2020		08122020	ADJUSTMENT										
						Cash	00018481						.01	AA			
Totals for Bank Account										2,010.15-		2,010.15-					
Totals for Batch										2,010.15-		2,010.15-					
User Total										2,010.15-		2,010.15-					
Grand Total										2,010.15-		2,010.15-					

R5504311  
BCC0001

Baldwin County Commission  
Manual Payment Journal

8/14/2020 9:08:03

Page - 1

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment	Co.	Item					Payment Amount	Discount Taken	G/L Distribution	User ID					
G/L Bank Account	00018481					Cash	Batch Number	2852323	Type	M	Date	8/14/2020				DGBRYARS
PN	9205366			8/13/2020	00001	JUDICIAL RETIREMENT FUND	36240	907.68-							D	
T7	522031	00001	001	8/14/2020		0812201235574	RSA JRP AUGUST 2020									
						Cash	00018481					907.68-	AA			
Totals for Bank Account								907.68-		907.68-						
Totals for Batch								907.68-		907.68-						
User Total								907.68-		907.68-						
Grand Total								907.68-		907.68-						

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account	00033079					Cash	Batch Number	2852372	Type	M	Date	8/18/2020	User ID	RBENSON
PN	9205370			8/18/2020	00511	RYNO CONSULTING LLC	182668	774.20-					D	
PV	522732	00511	001	8/18/2020		6928	MONTHLY PAY FLOW FEE							
						Cash	00033079					774.20-	AA	
Totals for Bank Account								774.20-				774.20-		
Totals for Batch								774.20-				774.20-		
User Total								774.20-				774.20-		
Grand Total								774.20-				774.20-		



..... Document .....				Date	Co.	Name	Address Number	Amounts .....								Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken		G/L Distribution	LT	PC	PI	Subledger	/Type	
G/L	Bank Account	00018481				Cash	Batch Number	2852376	Type	M	Date	8/19/2020	User ID	RBENSON		
PN	9205371			8/19/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	268,012.58-						D		
PV	522737	00001	001	8/19/2020		8182020	PAYROLL; 08/21/20									
						Cash	00018481	268,012.58-					AA			
PN	9205371			8/19/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	137,236.31-						D		
PV	522737	00001	002	8/19/2020		8182020	PAYROLL; 08/21/20									
						Cash	00018481	137,236.31-					AA			
PN	9205371			8/19/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10	11,201.47-						D		
PV	522737	00001	003	8/19/2020		8182020	PAYROLL; 08/21/20									
						Cash	00018481	11,201.47-					AA			
PN	9205371			8/19/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	219,945.80-						D		
PV	522737	00001	004	8/19/2020		8182020	PAYROLL; 08/21/20									
						Cash	00018481	219,945.80-					AA			
PN	9205371			8/19/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	102,020.42-						D		
PV	522737	00001	005	8/19/2020		8182020	PAYROLL; 08/21/20									
						Cash	00018481	102,020.42-					AA			
PN	9205371			8/19/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10	9,107.27-						D		
PV	522737	00001	006	8/19/2020		8182020	PAYROLL; 08/21/20									
						Cash	00018481	9,107.27-					AA			
Totals for Bank Account								747,523.85-					747,523.85-			
Totals for Batch								747,523.85-					747,523.85-			
User Total								747,523.85-					747,523.85-			

R5504311  
BCC0001

Baldwin County Commission  
Manual Payment Journal

8/19/2020 7:56:31  
Page - 2

..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....								
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Tax Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution							
Grand Total								747,523.85-	747,523.85-							

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account 00018481						Cash	Batch Number	2852380	Type	M	Date	8/19/2020	User ID	189171
PN	9205372			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					422.00-		D
PV	522748	00790	001	8/19/2020		42257 998 8142020	BCSO WEEKLY CLAIM 8/10-8/14/20							
						Cash	00018481					422.00-	AA	
PN	9205372			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					2,312.00-		D
PV	522748	00790	002	8/19/2020		42257 998 8142020	BCSO WEEKLY CLAIM 8/10-8/14/20							
						Cash	00018481					2,312.00-	AA	
PN	9205372			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					328.08-		D
PV	522748	00790	003	8/19/2020		42257 998 8142020	BCSO WEEKLY CLAIM 8/10-8/14/20							
						Cash	00018481					328.08-	AA	
PN	9205372			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					23.00		D
PV	522748	00790	004	8/19/2020		42257 998 8142020	BCSO WEEKLY CLAIM 8/10-8/14/20							
						Cash	00018481					23.00	AA	
PN	9205372			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					23.00		D
PV	522748	00790	005	8/19/2020		42257 998 8142020	BCSO WEEKLY CLAIM 8/10-8/14/20							
						Cash	00018481					23.00	AA	
PN	9205372			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					18,309.76-		D
PV	522748	00790	006	8/19/2020		42257 998 8142020	BCSO WEEKLY CLAIM 8/10-8/14/20							
						Cash	00018481					18,309.76-	AA	
PN	9205372			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					7,198.50-		D
PV	522748	00790	007	8/19/2020		42257 998 8142020	BCSO WEEKLY CLAIM 8/10-8/14/20							
						Cash	00018481					7,198.50-	AA	
PN	9205372			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					52.24-		D
PV	522748	00790	008	8/19/2020		42257 998 8142020	BCSO WEEKLY CLAIM 8/10-8/14/20							

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount	Discount Taken						
						Cash	00018481			52.24-	AA				
PN	9205372			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	184.20-					D		
PV	522748	00790	009	8/19/2020		42257 998 8142020	BCSO WEEKLY CLAIM 8/10-8/14/20								
						Cash	00018481			184.20-	AA				
PN	9205372			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	5.10-					D		
PV	522748	00790	010	8/19/2020		42257 998 8142020	BCSO WEEKLY CLAIM 8/10-8/14/20								
						Cash	00018481			5.10-	AA				
PN	9205372			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,710.72					D		
PV	522748	00790	011	8/19/2020		42257 998 8142020	BCSO WEEKLY CLAIM 8/10-8/14/20								
						Cash	00018481			1,710.72	AA				
PN	9205373			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,964.00-					D		
PV	522749	00790	001	8/19/2020		42257 999 8142020	BCC WEEKLY CLAIMS 8/10-8/14/20								
						Cash	00018481			1,964.00-	AA				
PN	9205373			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	3,379.80-					D		
PV	522749	00790	002	8/19/2020		42257 999 8142020	BCC WEEKLY CLAIMS 8/10-8/14/20								
						Cash	00018481			3,379.80-	AA				
PN	9205373			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	418.20-					D		
PV	522749	00790	003	8/19/2020		42257 999 8142020	BCC WEEKLY CLAIMS 8/10-8/14/20								
						Cash	00018481			418.20-	AA				
PN	9205373			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	691.44-					D		
PV	522749	00790	004	8/19/2020		42257 999 8142020	BCC WEEKLY CLAIMS 8/10-8/14/20								
						Cash	00018481			691.44-	AA				
PN	9205373			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	91.00					D		
PV	522749	00790	005	8/19/2020		42257 999 8142020	BCC WEEKLY CLAIMS 8/10-8/14/20								

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		91.00	AA				
PN	9205373			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	138.00				D		
PV	522749	00790	006	8/19/2020		42257 999 8142020	BCC WEEKLY CLAIMS 8/10-8/14/20							
						Cash	00018481		138.00	AA				
PN	9205373			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	69,328.23-				D		
PV	522749	00790	007	8/19/2020		42257 999 8142020	BCC WEEKLY CLAIMS 8/10-8/14/20							
						Cash	00018481		69,328.23-	AA				
PN	9205373			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	8,633.75-				D		
PV	522749	00790	008	8/19/2020		42257 999 8142020	BCC WEEKLY CLAIMS 8/10-8/14/20							
						Cash	00018481		8,633.75-	AA				
PN	9205373			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,006.74-				D		
PV	522749	00790	009	8/19/2020		42257 999 8142020	BCC WEEKLY CLAIMS 8/10-8/14/20							
						Cash	00018481		2,006.74-	AA				
PN	9205373			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	798.20-				D		
PV	522749	00790	010	8/19/2020		42257 999 8142020	BCC WEEKLY CLAIMS 8/10-8/14/20							
						Cash	00018481		798.20-	AA				
PN	9205373			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	.01-				D		
PV	522749	00790	011	8/19/2020		42257 999 8142020	BCC WEEKLY CLAIMS 8/10-8/14/20							
						Cash	00018481		.01-	AA				
PN	9205373			8/19/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	3,421.44				D		
PV	522749	00790	012	8/19/2020		42257 999 8142020	BCC WEEKLY CLAIMS 8/10-8/14/20							
						Cash	00018481		3,421.44	AA				
Totals for Bank Account								110,625.09-	27,055.16-					

R5504311  
BCC0001

Baldwin County Commission  
Manual Payment Journal

8/19/2020 11:30:50  
Page - 4

..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....							
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount	
Totals for Batch								110,625.09-	27,055.16-						
User Total								110,625.09-	27,055.16-						
Grand Total								110,625.09-	27,055.16-						

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	Over 0
19021	FAIRHOPE, CITY OF (UTILITIES)		00001	12,071.93		12,071.93
51003	RIVIERA UTILITIES		00001	89.02		89.02
54257	FRONTIER COMMUNICATIONS		00001	66.30		66.30
63589	AT&T (BELLSOUTH)**		00001	566.21		566.21
152240	VERIZON WIRELESS **		00001	17,202.22		17,202.22
	General Fund		00001	29,995.68		29,995.68
19021	FAIRHOPE, CITY OF (UTILITIES)		00104	167.69		167.69
	Legislative Del Off Fund		00104	167.69		167.69
14005	BALDWIN EMC	251 9890118	00111	91.00		91.00
	7 Cent Gasoline Tax Fund		00111	91.00		91.00
14005	BALDWIN EMC	251 9890118	00140	301.00		301.00
	Council on Aging Fund		00140	301.00		301.00
19021	FAIRHOPE, CITY OF (UTILITIES)		00143	249.48		249.48
	Section 18 Fund		00143	249.48		249.48
14005	BALDWIN EMC	251 9890118	00144	27.00		27.00
19003	NORTH BALDWIN UTILITIES		00144	13.52		13.52
	Parks Fund		00144	40.52		40.52
14005	BALDWIN EMC	251 9890118	00510	354.00		354.00
	Solid Waste Fund		00510	354.00		354.00
152240	VERIZON WIRELESS **		00708	540.85		540.85
	Community Corrections		00708	540.85		540.85
130681	PRESCOTT, JEAN MARC	334 830-0258	00725	840.26	840.26	
180964	PAYNE, JOHN		00725	3,806.53	3,806.53	
187158	CANOPY INVESTMENT COMPANY LLC		00725	757.47	757.47	
192256	FINLEY PROPERTIES, LLC		00725	83.03	83.03	
192290	MCADAMS PROPERTIES		00725	304.40	304.40	
192296	NUVIEW IRA FBO DOUGLAS GALE		00725	353.25	353.25	
192314	NANCY M RABY LIVING TRUST		00725	1,862.05	1,862.05	
	Land Redemption Fund		00725	8,006.99	8,006.99	
Grand Total(s)			00725	39,747.21	8,006.99	31,740.22

Supplier						Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
717	FLEXIBLE BENEFITS	251 9370264	00001	4,709.64	4,709.64				
40627	NATIONWIDE RETIREMENT SOLUTION		00001	3,402.25	3,402.25				
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	577.85	577.85				
112221	WISE, JODY L CIRCUIT CLERK		00001	50.00	50.00				
180373	BALDWIN CNTY COMMISSION - DENT		00001	4,504.50	4,504.50				
184047	O'BRIEN, DANIEL		00001	368.30	368.30				
186456	BALDWIN CNTY COMMISSION - HEAL		00001	24,686.00	24,686.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00001	10.00	10.00				
	General Fund		00001	38,308.54	38,308.54				
40627	NATIONWIDE RETIREMENT SOLUTION		00103	30.00	30.00				
180373	BALDWIN CNTY COMMISSION - DENT		00103	34.00	34.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00103	191.00	191.00				
	County Transportation Fund		00103	255.00	255.00				
180373	BALDWIN CNTY COMMISSION - DENT		00104	57.00	57.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00104	308.00	308.00				
	Legislative Del Off Fund		00104	365.00	365.00				
717	FLEXIBLE BENEFITS	251 9370264	00105	167.14	167.14				
40627	NATIONWIDE RETIREMENT SOLUTION		00105	128.00	128.00				
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	272.77	272.77				
180373	BALDWIN CNTY COMMISSION - DENT		00105	383.50	383.50				
186456	BALDWIN CNTY COMMISSION - HEAL		00105	2,079.00	2,079.00				
	Juvenile Detention Fac Fund		00105	3,030.41	3,030.41				
717	FLEXIBLE BENEFITS	251 9370264	00106	79.17	79.17				
180373	BALDWIN CNTY COMMISSION - DENT		00106	88.00	88.00				
184047	O'BRIEN, DANIEL		00106	252.92	252.92				
186456	BALDWIN CNTY COMMISSION - HEAL		00106	478.00	478.00				
	Baldwin Co Archives Fund		00106	898.09	898.09				
717	FLEXIBLE BENEFITS	251 9370264	00109	12.50	12.50				
40627	NATIONWIDE RETIREMENT SOLUTION		00109	125.00	125.00				
180373	BALDWIN CNTY COMMISSION - DENT		00109	171.00	171.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00109	820.00	820.00				
	Animal Shelter		00109	1,128.50	1,128.50				
717	FLEXIBLE BENEFITS	251 9370264	00111	1,909.09	1,909.09				
40627	NATIONWIDE RETIREMENT SOLUTION		00111	4,945.00	4,945.00				
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	724.87	724.87				
180373	BALDWIN CNTY COMMISSION - DENT		00111	2,809.00	2,809.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00111	14,843.00	14,843.00				
188062	BALDWIN CNTY COMMISSION - BOOT		00111	120.00	120.00				
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84				
	7 Cent Gasoline Tax Fund		00111	25,544.80	25,544.80				



Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00120	946.68	946.68		
40627	NATIONWIDE RETIREMENT SOLUTION		00120	930.00	930.00		
180373	BALDWIN CNTY COMMISSION - DENT		00120	815.50	815.50		
184047	O'BRIEN, DANIEL		00120	337.84	337.84		
186456	BALDWIN CNTY COMMISSION - HEAL		00120	2,901.00	2,901.00		
	Reappraisal Fund		00120	5,931.02	5,931.02		
717	FLEXIBLE BENEFITS	251 9370264	00140	214.60	214.60		
180373	BALDWIN CNTY COMMISSION - DENT		00140	244.00	244.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00140	1,248.00	1,248.00		
	Council on Aging Fund		00140	1,706.60	1,706.60		
717	FLEXIBLE BENEFITS	251 9370264	00143	543.79	543.79		
40627	NATIONWIDE RETIREMENT SOLUTION		00143	160.00	160.00		
180373	BALDWIN CNTY COMMISSION - DENT		00143	726.50	726.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00143	4,449.00	4,449.00		
	Section 18 Fund		00143	5,879.29	5,879.29		
717	FLEXIBLE BENEFITS	251 9370264	00144	20.84	20.84		
40627	NATIONWIDE RETIREMENT SOLUTION		00144	135.00	135.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	222.92	222.92		
180373	BALDWIN CNTY COMMISSION - DENT		00144	278.50	278.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00144	1,629.00	1,629.00		
	Parks Fund		00144	2,286.26	2,286.26		
717	FLEXIBLE BENEFITS	251 9370264	00146	83.34	83.34		
180373	BALDWIN CNTY COMMISSION - DENT		00146	68.00	68.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00146	382.00	382.00		
	Eastern Shore Metro Planning O		00146	533.34	533.34		
717	FLEXIBLE BENEFITS	251 9370264	00510	775.64	775.64		
40627	NATIONWIDE RETIREMENT SOLUTION		00510	169.50	169.50		
180373	BALDWIN CNTY COMMISSION - DENT		00510	688.00	688.00		
184047	O'BRIEN, DANIEL		00510	140.76	140.76		
186456	BALDWIN CNTY COMMISSION - HEAL		00510	4,072.00	4,072.00		
	Solid Waste Fund		00510	5,845.90	5,845.90		
717	FLEXIBLE BENEFITS	251 9370264	00511	833.79	833.79		
40627	NATIONWIDE RETIREMENT SOLUTION		00511	305.00	305.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	696.00	696.00		
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,291.00	1,291.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00511	6,608.00	6,608.00		
	Solid Waste Collection Fund		00511	9,733.79	9,733.79		
Grand Total(s)			00511	101,446.54	101,446.54		

Document				Date	Co.	Name	Address Number	Amounts								Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type		
							Account Description	Account Number	Discount Taken	Distribution						
G/L Bank Account 00018481						Cash	Batch Number	2852361	Type	M	Date	8/18/2020	User ID	DGBRYARS		
PN	9205367			8/18/2020	00001	IRS-TAX PAYMENT	54188						30,421.96-	D		
T7	522420	00001	001	8/21/2020		08182091845106	636001408	Payroll Taxes								
						Cash	00018481						30,421.96-	AA		
PN	9205367			8/18/2020	00001	IRS-TAX PAYMENT	54188						58,051.70-	D		
T7	522421	00001	001	8/21/2020		08182091845107	636001408	Payroll Taxes								
						Cash	00018481						58,051.70-	AA		
PN	9205367			8/18/2020	00103	IRS-TAX PAYMENT	54188						114.57-	D		
T7	522422	00103	001	8/21/2020		08182091845108	636001408	Payroll Taxes								
						Cash	00018481						114.57-	AA		
PN	9205367			8/18/2020	00103	IRS-TAX PAYMENT	54188						197.96-	D		
T7	522423	00103	001	8/21/2020		08182091845109	636001408	Payroll Taxes								
						Cash	00018481						197.96-	AA		
PN	9205367			8/18/2020	00104	IRS-TAX PAYMENT	54188						315.37-	D		
T7	522425	00104	001	8/21/2020		08182091845110	636001408	Payroll Taxes								
						Cash	00018481						315.37-	AA		
PN	9205367			8/18/2020	00104	IRS-TAX PAYMENT	54188						639.42-	D		
T7	522426	00104	001	8/21/2020		08182091845111	636001408	Payroll Taxes								
						Cash	00018481						639.42-	AA		
PN	9205367			8/18/2020	00105	IRS-TAX PAYMENT	54188						2,019.07-	D		
T7	522427	00105	001	8/21/2020		08182091845112	636001408	Payroll Taxes								
						Cash	00018481						2,019.07-	AA		
PN	9205367			8/18/2020	00105	IRS-TAX PAYMENT	54188						4,050.72-	D		
T7	522428	00105	001	8/21/2020		08182091845113	636001408	Payroll Taxes								

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution						
						Cash	00018481		4,050.72-	AA					
PN	9205367			8/18/2020	00106	IRS-TAX PAYMENT	54188	123.83-						D	
T7	522429	00106	001	8/21/2020		08182091845114	636001408 Payroll Taxes								
						Cash	00018481		123.83-	AA					
PN	9205367			8/18/2020	00106	IRS-TAX PAYMENT	54188	721.66-						D	
T7	522430	00106	001	8/21/2020		08182091845115	636001408 Payroll Taxes								
						Cash	00018481		721.66-	AA					
PN	9205367			8/18/2020	00109	IRS-TAX PAYMENT	54188	891.68-						D	
T7	522431	00109	001	8/21/2020		08182091845116	636001408 Payroll Taxes								
						Cash	00018481		891.68-	AA					
PN	9205367			8/18/2020	00109	IRS-TAX PAYMENT	54188	2,207.36-						D	
T7	522432	00109	001	8/21/2020		08182091845117	636001408 Payroll Taxes								
						Cash	00018481		2,207.36-	AA					
PN	9205367			8/18/2020	00111	IRS-TAX PAYMENT	54188	17,431.09-						D	
T7	522433	00111	001	8/21/2020		08182091845118	636001408 Payroll Taxes								
						Cash	00018481		17,431.09-	AA					
PN	9205367			8/18/2020	00111	IRS-TAX PAYMENT	54188	35,253.32-						D	
T7	522434	00111	001	8/21/2020		08182091845119	636001408 Payroll Taxes								
						Cash	00018481		35,253.32-	AA					
PN	9205367			8/18/2020	00120	IRS-TAX PAYMENT	54188	5,312.33-						D	
T7	522436	00120	001	8/21/2020		08182091845120	636001408 Payroll Taxes								
						Cash	00018481		5,312.33-	AA					
PN	9205367			8/18/2020	00120	IRS-TAX PAYMENT	54188	11,064.62-						D	
T7	522437	00120	001	8/21/2020		08182091845121	636001408 Payroll Taxes								

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		11,064.62-	AA				
PN	9205367			8/18/2020	00140	IRS-TAX PAYMENT	54188	811.04-				D		
T7	522438	00140	001	8/21/2020		08182091845122	636001408 Payroll Taxes							
						Cash	00018481		811.04-	AA				
PN	9205367			8/18/2020	00140	IRS-TAX PAYMENT	54188	1,860.52-				D		
T7	522439	00140	001	8/21/2020		08182091845123	636001408 Payroll Taxes							
						Cash	00018481		1,860.52-	AA				
PN	9205367			8/18/2020	00143	IRS-TAX PAYMENT	54188	2,562.34-				D		
T7	522440	00143	001	8/21/2020		08182091845124	636001408 Payroll Taxes							
						Cash	00018481		2,562.34-	AA				
PN	9205367			8/18/2020	00143	IRS-TAX PAYMENT	54188	6,509.70-				D		
T7	522441	00143	001	8/21/2020		08182091845125	636001408 Payroll Taxes							
						Cash	00018481		6,509.70-	AA				
PN	9205367			8/18/2020	00144	IRS-TAX PAYMENT	54188	1,321.52-				D		
T7	522442	00144	001	8/21/2020		08182091845126	636001408 Payroll Taxes							
						Cash	00018481		1,321.52-	AA				
PN	9205367			8/18/2020	00144	IRS-TAX PAYMENT	54188	3,483.26-				D		
T7	522443	00144	001	8/21/2020		08182091845127	636001408 Payroll Taxes							
						Cash	00018481		3,483.26-	AA				
PN	9205367			8/18/2020	00146	IRS-TAX PAYMENT	54188	280.31-				D		
T7	522444	00146	001	8/21/2020		08182091845128	636001408 Payroll Taxes							
						Cash	00018481		280.31-	AA				
PN	9205367			8/18/2020	00146	IRS-TAX PAYMENT	54188	481.36-				D		
T7	522445	00146	001	8/21/2020		08182091845129	636001408 Payroll Taxes							

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		481.36-	AA				
PN	9205367			8/18/2020	00510	IRS-TAX PAYMENT	54188	5,550.17-				D		
T7	522447	00510	001	8/21/2020		08182091845130	636001408 Payroll Taxes							
						Cash	00018481		5,550.17-	AA				
PN	9205367			8/18/2020	00510	IRS-TAX PAYMENT	54188	10,347.06-				D		
T7	522448	00510	001	8/21/2020		08182091845131	636001408 Payroll Taxes							
						Cash	00018481		10,347.06-	AA				
PN	9205367			8/18/2020	00511	IRS-TAX PAYMENT	54188	6,194.03-				D		
T7	522449	00511	001	8/21/2020		08182091845132	636001408 Payroll Taxes							
						Cash	00018481		6,194.03-	AA				
PN	9205367			8/18/2020	00511	IRS-TAX PAYMENT	54188	14,354.30-				D		
T7	522450	00511	001	8/21/2020		08182091845133	636001408 Payroll Taxes							
						Cash	00018481		14,354.30-	AA				
PN	9205367			8/18/2020	00740	IRS-TAX PAYMENT	54188	51.73-				D		
T7	522451	00740	001	8/21/2020		08182091845134	636001408 Payroll Taxes							
						Cash	00018481		51.73-	AA				
PN	9205367			8/18/2020	00740	IRS-TAX PAYMENT	54188	161.26-				D		
T7	522452	00740	001	8/21/2020		08182091845135	636001408 Payroll Taxes							
						Cash	00018481		161.26-	AA				
Totals for Bank Account								222,785.26-	222,785.26-					
Totals for Batch								222,785.26-	222,785.26-					
User Total								222,785.26-	222,785.26-					

..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....									
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Tax	Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution								
Grand Total								222,785.26-	222,785.26-								

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account 00018481						Cash	Batch Number	2852363	Type	M	Date	8/18/2020	User ID	DGBRYARS
PN	9205368			8/18/2020	00146	RETIREMENT SYSTEMS OF AL	51059					419.36-		D
T7	522414	00146	001	8/21/2020		08182091845100	RSA AP PR 08162020							
						Cash	00018481					419.36-	AA	
PN	9205368			8/18/2020	00510	RETIREMENT SYSTEMS OF AL	51059					5,687.35-		D
T7	522415	00510	001	8/21/2020		08182091845101	RSA AP PR 08162020							
						Cash	00018481					5,687.35-	AA	
PN	9205368			8/18/2020	00510	RETIREMENT SYSTEMS OF AL	51059					2,623.33-		D
T7	522416	00510	001	8/21/2020		08182091845102	RSA AP PR 08162020							
						Cash	00018481					2,623.33-	AA	
PN	9205368			8/18/2020	00511	RETIREMENT SYSTEMS OF AL	51059					7,504.01-		D
T7	522417	00511	001	8/21/2020		08182091845103	RSA AP PR 08162020							
						Cash	00018481					7,504.01-	AA	
PN	9205368			8/18/2020	00511	RETIREMENT SYSTEMS OF AL	51059					4,852.85-		D
T7	522418	00511	001	8/21/2020		08182091845104	RSA AP PR 08162020							
						Cash	00018481					4,852.85-	AA	
PN	9205368			8/18/2020	00740	RETIREMENT SYSTEMS OF AL	51059					140.18-		D
T7	522419	00740	001	8/21/2020		08182091845105	RSA AP PR 08162020							
						Cash	00018481					140.18-	AA	
PN	9205368			8/18/2020	00001	RETIREMENT SYSTEMS OF AL	51059					37,124.42-		D
T7	522621	00001	001	8/21/2020		0818209184579	RSA AP PR 08162020							
						Cash	00018481					37,124.42-	AA	
PN	9205368			8/18/2020	00001	RETIREMENT SYSTEMS OF AL	51059					14,324.96-		D
T7	522623	00001	001	8/21/2020		0818209184580	RSA AP PR 08162020							



..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		14,324.96-	AA				
PN	9205368			8/18/2020	00103	RETIREMENT SYSTEMS OF AL	51059	176.59-				D		
T7	522624	00103	001	8/21/2020		0818209184581	RSA AP PR 08162020							
						Cash	00018481		176.59-	AA				
PN	9205368			8/18/2020	00104	RETIREMENT SYSTEMS OF AL	51059	169.58-				D		
T7	522625	00104	001	8/21/2020		0818209184582	RSA AP PR 08162020							
						Cash	00018481		169.58-	AA				
PN	9205368			8/18/2020	00104	RETIREMENT SYSTEMS OF AL	51059	369.74-				D		
T7	522626	00104	001	8/21/2020		0818209184583	RSA AP PR 08162020							
						Cash	00018481		369.74-	AA				
PN	9205368			8/18/2020	00105	RETIREMENT SYSTEMS OF AL	51059	2,888.79-				D		
T7	522627	00105	001	8/21/2020		0818209184584	RSA AP PR 08162020							
						Cash	00018481		2,888.79-	AA				
PN	9205368			8/18/2020	00105	RETIREMENT SYSTEMS OF AL	51059	875.75-				D		
T7	522628	00105	001	8/21/2020		0818209184585	RSA AP PR 08162020							
						Cash	00018481		875.75-	AA				
PN	9205368			8/18/2020	00106	RETIREMENT SYSTEMS OF AL	51059	378.50-				D		
T7	522629	00106	001	8/21/2020		0818209184586	RSA AP PR 08162020							
						Cash	00018481		378.50-	AA				
PN	9205368			8/18/2020	00106	RETIREMENT SYSTEMS OF AL	51059	285.92-				D		
T7	522630	00106	001	8/21/2020		0818209184587	RSA AP PR 08162020							
						Cash	00018481		285.92-	AA				
PN	9205368			8/18/2020	00109	RETIREMENT SYSTEMS OF AL	51059	399.88-				D		
T7	522631	00109	001	8/21/2020		0818209184588	RSA AP PR 08162020							



..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		399.88-	AA				
PN	9205368			8/18/2020	00109	RETIREMENT SYSTEMS OF AL	51059	1,378.46-				D		
T7	522632	00109	001	8/21/2020		0818209184589	RSA AP PR 08162020							
						Cash	00018481		1,378.46-	AA				
PN	9205368			8/18/2020	00111	RETIREMENT SYSTEMS OF AL	51059	20,224.00-				D		
T7	522634	00111	001	8/21/2020		0818209184590	RSA AP PR 08162020							
						Cash	00018481		20,224.00-	AA				
PN	9205368			8/18/2020	00111	RETIREMENT SYSTEMS OF AL	51059	10,926.55-				D		
T7	522635	00111	001	8/21/2020		0818209184591	RSA AP PR 08162020							
						Cash	00018481		10,926.55-	AA				
PN	9205368			8/18/2020	00120	RETIREMENT SYSTEMS OF AL	51059	7,021.19-				D		
T7	522636	00120	001	8/21/2020		0818209184592	RSA AP PR 08162020							
						Cash	00018481		7,021.19-	AA				
PN	9205368			8/18/2020	00120	RETIREMENT SYSTEMS OF AL	51059	2,857.42-				D		
T7	522637	00120	001	8/21/2020		0818209184593	RSA AP PR 08162020							
						Cash	00018481		2,857.42-	AA				
PN	9205368			8/18/2020	00140	RETIREMENT SYSTEMS OF AL	51059	1,518.11-				D		
T7	522638	00140	001	8/21/2020		0818209184594	RSA AP PR 08162020							
						Cash	00018481		1,518.11-	AA				
PN	9205368			8/18/2020	00140	RETIREMENT SYSTEMS OF AL	51059	200.19-				D		
T7	522639	00140	001	8/21/2020		0818209184595	RSA AP PR 08162020							
						Cash	00018481		200.19-	AA				
PN	9205368			8/18/2020	00143	RETIREMENT SYSTEMS OF AL	51059	3,108.78-				D		
T7	522640	00143	001	8/21/2020		0818209184596	RSA AP PR 08162020							

..... Document .....				Date	Co.	Name	Address Number	Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L					
Voucher				Voucher		Account Description	Account Number	Discount Taken	Distribution					
						Cash	00018481		3,108.78-	AA				
PN	9205368			8/18/2020	00143	RETIREMENT SYSTEMS OF AL	51059	2,383.42-					D	
T7	522641	00143	001	8/21/2020		0818209184597	RSA AP PR 08162020							
						Cash	00018481		2,383.42-	AA				
PN	9205368			8/18/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,707.25-					D	
T7	522642	00144	001	8/21/2020		0818209184598	RSA AP PR 08162020							
						Cash	00018481		1,707.25-	AA				
PN	9205368			8/18/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,282.40-					D	
T7	522643	00144	001	8/21/2020		0818209184599	RSA AP PR 08162020							
						Cash	00018481		1,282.40-	AA				
PN	9205368			8/18/2020	00001	RETIREMENT SYSTEMS OF AL	51059	.16					D	
PD	522661	00001	001	8/18/2020		08182020	ADJUSTMENT							
						Cash	00018481		.16	AA				
PN	9205369			8/18/2020	00001	C/O RETIREMENT SYSTEMS OF AL	8889	1,200.00-					D	
T7	522479	00001	001	8/21/2020		0818209184516	RSA1 BW AP PR 08162020							
						Cash	00018481		1,200.00-	AA				
PN	9205369			8/18/2020	00105	C/O RETIREMENT SYSTEMS OF AL	8889	20.00-					D	
T7	522490	00105	001	8/21/2020		0818209184517	RSA1 BW AP PR 08162020							
						Cash	00018481		20.00-	AA				
PN	9205369			8/18/2020	00120	C/O RETIREMENT SYSTEMS OF AL	8889	90.00-					D	
T7	522501	00120	001	8/21/2020		0818209184518	RSA1 BW AP PR 08162020							
						Cash	00018481		90.00-	AA				
PN	9205369			8/18/2020	00140	C/O RETIREMENT SYSTEMS OF AL	8889	215.00-					D	
T7	522512	00140	001	8/21/2020		0818209184519	RSA1 BW AP PR 08162020							

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		215.00-	AA				
PN	9205369			8/18/2020	00143	C/O RETIREMENT SYSTEMS OF AL	8889	25.00-				D		
T7	522524	00143	001	8/21/2020		0818209184520	RSA1 BW AP PR 08162020							
						Cash	00018481		25.00-	AA				
PN	9205369			8/18/2020	00146	C/O RETIREMENT SYSTEMS OF AL	8889	25.00-				D		
T7	522535	00146	001	8/21/2020		0818209184521	RSA1 BW AP PR 08162020							
						Cash	00018481		25.00-	AA				
PN	9205369			8/18/2020	00510	C/O RETIREMENT SYSTEMS OF AL	8889	10.00-				D		
T7	522546	00510	001	8/21/2020		0818209184522	RSA1 BW AP PR 08162020							
						Cash	00018481		10.00-	AA				
PN	9205369			8/18/2020	00511	C/O RETIREMENT SYSTEMS OF AL	8889	50.00-				D		
T7	522557	00511	001	8/21/2020		0818209184523	RSA1 BW AP PR 08162020							
						Cash	00018481		50.00-	AA				
Totals for Bank Account								132,463.82-	130,828.82-					
Totals for Batch								132,463.82-	130,828.82-					
User Total								132,463.82-	130,828.82-					
Grand Total								132,463.82-	130,828.82-					



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1494, **Version:** 1

**Item #:** FD1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Matthew Brown, Director of Transportation; Amanda Thweatt, Grants Technician

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### **ITEM TITLE**

McNutt and Company, LLC Contract - Discontinuation of the Baldwin Regional Area Transit System (BRATS) Third-party Advertising Program

### **STAFF RECOMMENDATION**

For discussion only.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** On February 3, 2011, Baldwin Regional Area Transit System (BRATS) issued a Request for Proposal to establish an Advertising Program. The current contract was originally awarded in December 2011 to McNutt and Company, LLC, with an expiration date of December 2014. The contract was rebid and re-awarded in December 2014, with an expiration date of December 2017. The current contract was rebid and re-awarded in December 2017, with an expiration date of December 8, 2020.

Under the contract terms, the advertising company sells all ads and manages the production of materials and installation. The contract allows the advertising company monthly travel expenses and 50% of the gross receipts. Since its initial launch, the Advertising Program has only generated \$72,059.44 in BRATS revenue. Fiscal Year 2019 & Fiscal Year 2020 (to date) the program has only generated \$20,888.44 in BRATS revenue. At least three of the recent major sales (Eastern Shore Screens, GoForth Media, and Rouses) began with a contact to BRATS. BRATS then sent the information to the advertising company for their follow up. BRATS management feels that by operating the Advertising Program internally, BRATS would be able to generate at least the same amount of revenue, if not more. When the current contract is complete, BRATS plans to handle the program in-house. Below is a breakdown of the numbers from Fiscal Year 2019 & Fiscal Year 2020 to date.

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Fiscal Year 19 Gross	\$2 5,967.50
Fiscal Year 19 Materials	\$1,303.64
Fiscal Year 19 McNutt Allowable Expenses	\$1,726.07
Difference	\$22,937.39
BRATS Portion (50% of Difference)	\$11,468.69

Fiscal Year 20 Gross	\$21,675.00
Fiscal Year 20 Materials	\$1,417.48
Fiscal Year 20 McNutt Allowable Expenses	\$1,418.03
Difference	\$18,839.49
BRATS Portion (50% of Difference)	\$9,419.75

BRATS has already been handling the interior advertising space on the buses for the past year and this is an informational item to let the Commission know of BRATS' intention to take over the exterior space as well.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Tiffany Givens, Bookkeeper and Amanda Thweatt, Grants Technician

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

State of Alabama)

County of Baldwin)

## CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional Services** is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and McNutt & Company, LLC, (hereinafter referred to as "PROVIDER").

### WITNESSETH:

**Whereas**, the COUNTY offers, through their BRATS Department, safe, affordable, and reliable transportation and related services to the general citizenry of Baldwin County in order to help promote a strong economy, protect the environment, conserve energy, and enhance lives; and

**Whereas**, at its regular meeting on Tuesday, September 5, 2017, the COUNTY authorized staff to solicit a Request for Proposals for Baldwin Regional Area Transit System (BRATS) Advertising Program for the Baldwin County Commission; and

**Whereas**, the PROVIDER responded to the RFP and was chosen by the COUNTY to provide needed services in accordance with the RFP and Response.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

**I. Definitions.** The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER: McNutt & Company, LLC

**II. Obligations Generally.** The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

**III. Recitals Included.** The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.



- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration.

PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: McNutt & Company, LLC  
Attn: John McNutt  
P. O. Box 2708  
Auburn, AL 36831

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **"Request for Proposals,"** the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provision and conditions and/or specifications listed/stated in the Request for Proposals for Baldwin Regional Area Transit System (BRATS) Advertising Program for the Baldwin County Commission.”**

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**ATTACHMENTS:**

The exhibits and/or attachments listed below are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

- A. Federal Clauses
- B. Scope of Work for Baldwin Regional Area Transit System (BRATS) Advertising Program

County and Provider/Contractor jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Contract noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

**XVII. General Responsibilities of the COUNTY.**

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVIII. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

**XX. Method of Payment.** PROVIDER shall submit monthly and accurate accounting reports of its sales, revenue, and collections including a statement of size and type of display contracted for each advertiser to the County.

PROVIDER agrees to compensate BRATS on a quarterly (90 day) basis. Compensation to the COUNTY shall be paid based on a 50% - 50% split profit after operating expenses and applicable taxes.

Provider shall invoice advertisers on a monthly (30 day) basis and revenues shall be collected within said 30 day period. Payments made to BRATS shall be based on invoices paid during said quarter (90 day period). Statements will be provided by PROVIDER to outline any and all outstanding balances due.

PROVIDER will obtain a cost (base) per square foot on vinyl for production of advertising. This vinyl cost will be the basis for establishing the expenses incurred contained in the proforma (Attachment B of *Baldwin County Commission Scope of Work*). Any variation or increase in this base amount will be provided to BRATS to reestablish vinyl cost. PROVIDER and BRATS will renegotiate this cost prior to the next payment scheduled.

Payment shall be made by the PROVIDER by the 20<sup>th</sup> day of each month on a quarterly basis to the COUNTY a percentage of the previous month net billing, or the annual minimum guaranteed contract amount, whichever is greater, plus and other charges due.

**XXII. Effective and Termination Dates.** This Contract shall be effective for thirty-six (36) months and commence immediately upon the same date as its full execution and same shall terminate upon both the expiration of thirty-six (36) months or either by giving thirty (30) days written notice of such to the other party. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any

costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. Indemnification.** PROVIDER shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

**XXVI: Governing Law:** This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

**XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

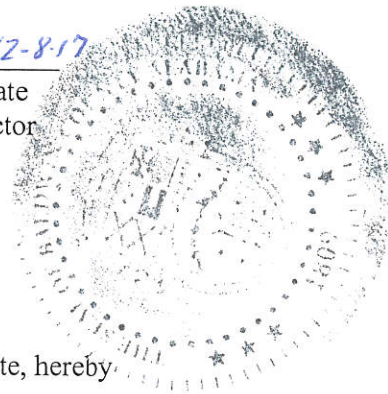
IN WITNESS WHEREOF, the parties hereto have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY

Frank Burt, Jr. 12/8/17  
FRANK BURT, JR., Chairman /Date

ATTEST:

Ronald J. Cink 12-8-17  
RONALD J. CINK, /Date  
County Administrator/Budget Director



State of Alabama )

County of Baldwin )

I, Keri Green, a Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the 8th day of December, 2017.

Keri Green  
Notary Public  
My Commission Expires 11/23/19



PROVIDER: McNutt & Company, LLC

John McNutt 12/1/17  
By John McNutt /Date  
Its Owner / PRINCIPAL

State of Alabama )

County of Lee )

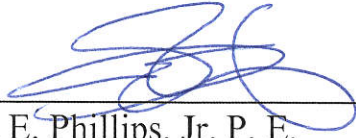
I, Misty W. Schwieker, Notary Public in and for said County and State, hereby certify that John McNutt as owner of McNutt & Company, LLC, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said McNutt & Company, LLC.

GIVEN under my hand and seal on this the 1st day of December, 2017.

Misty W. Schwieker  
Notary Public  
My Commission Expires

**Misty W. Schwieker**  
**NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: AUG 26, 2020**

REVIEWED BY:



/ 4.2/10

D. E. Phillips, Jr. P. E.

Date

Alabama Department of Transportation

## **Attachment A**

### **MISCELLANEOUS FEDERAL CLAUSES**

#### **No Federal Government Obligations to Third Parties.**

In connection with the Project, the Recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Recipient, including any subrecipient, lessee, third party contractor, or other participant at any tier of the Project. (*Master Agreement §2.f*)

#### **False or Fraudulent Statements or Claims.**

The Recipient acknowledges and agrees that:

- (1) **Civil Fraud.** The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the Recipient's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply. The Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation to the Federal Government. The Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.
- (2) **Criminal Fraud.** If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient the penalties of 49 U.S.C. § 5323(1), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate. (*Master Agreement §3.f*)

#### **Access to Third Party Contract Records.**

The Recipient agrees to require and assures that its subrecipients require, their third-party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third-party contract records as required by 49 U.S.C. § 5325(g). The Recipient further agrees to require, and assures that its subrecipients require, their third-party contractors and third-party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA. (*Master Agreement § 15.t*)

#### **Access to Records of Recipients and Subrecipients.**

The Recipient agrees to permit, and require its subrecipients to permit, the U.S. Secretary of

Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project, as required by 49 U.S.C. § 5325(g). (*Master Agreement §8.d.*)

#### **Federal Laws, Regulations, and Directives.**

The Recipient agrees that Federal laws and regulations control Project award and implementation. The Recipient also agrees that Federal directives, as defined in this Master Agreement, provide Federal guidance applicable to the Project, except to the extent that FTA determines otherwise in writing. Thus, FTA strongly encourages adherence to applicable Federal directives. The Recipient understands and agrees that unless the recipient requests Federal Transit Administration approval in writing, the Recipient may incur a violation of Federal laws or regulations, its Grant Agreement or Cooperative Agreement, or this Master Agreement if it implements an alternative procedure or course of action not approved by FTA.

The Recipient understands and agrees that Federal laws, regulations, and directives applicable to the Project and to the Recipient on the date on which the FTA Authorized Official awards Federal assistance for the Project may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date on which the Recipient executes the Grant Agreement or Cooperative Agreement for the Project, and might apply to that Grant Agreement or Cooperative Agreement. The Recipient agrees that the most recent of such Federal laws, regulations, and directives will apply to the administration of the Project at any particular time, except to the extent that FTA determines otherwise in writing.

FTA's written determination may take the form of a Special Condition, Special Requirement, Special Provision or Condition of Award within the Grant Agreement or Cooperative Agreement for the Project, a change to an FTA directive, or a letter to the Recipient signed by the Federal Transit Administrator or his or her duly authorized designee, the text of which modifies or conditions a specific provision of the Grant Agreement or Cooperative Agreement for the Project or this Master Agreement. To accommodate changing Federal requirements, the Recipient agrees to include in each agreement with each subrecipient, each lease, each third party contract, and other similar document implementing the Project notice that Federal laws, regulations, and directives may change and that the changed provisions will apply to the Project, except to the extent that FTA determines otherwise in writing. All standards or limits in the Grant Agreement or Cooperative Agreement for the Project, and in this Master Agreement are minimum requirements, unless modified by FTA. (*Master Agreement §2.c. (1)*)

#### **Civil Rights.**

The Recipient agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Nondiscrimination - Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other



participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient agrees to follow all applicable provisions of the most recent edition of Ff A Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," and any other applicable Federal directives that may be issued.

- c. Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. Except to the extent Ff A determines otherwise in writing, the Recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

- (1) General. The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction", the Recipient agrees to comply and assures the compliance of each subrecipient, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*; with implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

- d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subrecipient, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBBs in the project to the extent applicable as follows:

- (1) The Recipient agrees and assures that it shall comply with section 1 101 (b) of

SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

- (2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Recipient's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the Recipient of the Recipient's failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*, or both.
- e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.
- f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with all applicable requirements of:
  - (1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.
  - (2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.
- g. Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation

services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. A TBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.
- h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.
- i. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.
- j. Environmental Justice. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.
- k. Other Nondiscrimination Laws. The Recipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. (*Master Agreement* §12)

#### **Federal Standards.**

The Recipient agrees to comply with applicable third-party procurement requirements of 49 U.S.C. chapter 53 and Federal laws in effect now or subsequently enacted; with applicable U.S. DOT third party procurement regulations at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48, and with other applicable Federal regulations pertaining to third party procurements and later amendments thereto. The Recipient also agrees to follow the provisions of the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," and any later revision thereto, except to the extent FTA determines otherwise in writing. The Recipient agrees that it may not use assistance to support its third-party procurements unless its compliance with Federal laws and regulations is satisfactory. Although the FTA "Best Practices Procurement Manual" provides additional third party contracting information, the Recipient understands and agrees that the FTA "Best Practices Procurement Manual" may omit certain Federal requirements applicable to specific third-party contracts. (*Master Agreement* §15.a.)

#### **Prompt Payment of the Local Share.**

The Recipient agrees to provide the proportionate amount of the local share promptly as it incurs Project costs or Project costs become due, except to the extent that the FTA determines otherwise in writing. (*Master Agreement* §5.c.)

#### **Right of the Federal Government to Terminate.**

Upon written notice, the Recipient agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Recipient has violated the terms of the

Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. The Recipient understands and agrees that any failure to make reasonable progress on the Project or any violation of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Recipient before the termination date to the extent those obligations cannot be canceled. If however, the Federal Government determines that the Recipient has willfully misused Federal assistance by failing to make adequate progress, by failing to make reasonable and appropriate use of Project property, or by failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, the Federal Government reserves the right to require the Recipient to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project. (*Master Agreement § 11*)

#### **Debarment and Suspension.**

The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Recipient agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties listing System" at <http://epls.gov/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project (*Master Agreement §3.h.*)

#### **Disputes, Breaches, Defaults, or Other Litigation.**

The Recipient agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. Notification to FTA. The Recipient agrees to notify Federal Transit Administration in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Recipient seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform Federal Transit Administration in writing before doing so. At a minimum, each notice to FTA under Section 54 of this Master Agreement shall be provided to the FTA Regional Counsel within whose Region the Recipient operates its public transportation system or implements the Project.
- b. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds derived from any third-party recovery, based on the percentage of the Federal share awarded for the Project, except that the Recipient may return liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.
- c. Enforcement. The Recipient agrees to pursue its legal rights and remedies available under any third-party contract or available under law or regulations.

- d. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Recipient.
- e. Alternative Dispute Resolution. FT A encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate. (*Master Agreement §54*)

**Lobbying Restrictions.**

The Recipient agrees that:

- (1) In compliance with 31 U.S.C. § 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress -or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement;
- (2) In addition, it will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and
- (3) It will comply, and will assure the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, as amended. (*Master Agreement §3.d.*)

**Air Quality.**

Except to the extent the Federal Government determines otherwise in writing, the Recipient agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q.

Specifically:

- (1) The Recipient agrees to comply with the applicable requirements of subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c); to comply with U.S. EPA regulations, "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, Subpart A; and to comply with any other applicable Federal conformity regulations that may be promulgated at a later date. To support the requisite air quality conformity finding for the Project, the Recipient agrees to implement each air quality mitigation or control measure incorporated in the applicable documents accompanying approval of the Project. The Recipient further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.
- (2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, to the extent they apply to the Project, the Recipient agrees to comply with U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; U.S. EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and

U.S. EPA regulations "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600, and any revisions thereto.

- (3) The Recipient agrees to comply with the notice of violating facility provisions of section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note. (*Master Agreement §25.b.*)

#### **Clean Water.**

Except to the extent the Federal Government determines otherwise in writing, the Recipient agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

Specifically:

- (1) The Recipient agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.
- (2) The Recipient agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note. (*Master Agreement §25.c.*)

#### **Clean Air and Clean Water.**

The Recipient agrees to include in each subagreement, lease, third party contract, or other arrangement exceeding \$100,000, adequate provisions to ensure that each Project participant will agree to:

- (1) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities,"
- (2) Refrain from using any violating facilities,
- (3) Report violations to PTA and the Regional U.S. EPA Office, and
- (4) Comply with the inspection and other applicable requirements of:
  - (a) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and
  - (b) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. (*Master Agreement §15.1.*)

#### **Fly America.**

The Recipient understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended,

49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143. (*Master Agreement §14.c.*)

### **Seismic Safety.**

The Recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, in accordance with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and comply with implementing U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.1-17). (*Master Agreement §23.e.*)

### **Patent Rights.**

- a. **General.** If any invention, improvement, or discovery of the Recipient or of any subrecipient, lessee, third party contractor, or other participant at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify PTA immediately and provide a detailed report in a format satisfactory to PTA.
- b. **Federal Rights.** The Recipient agrees that its rights and responsibilities, and those of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Recipient agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that subagreement, third party contract, third party subcontract, or arrangement, as specified in 35 U.S.C. §§.200 *et seq.*, and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401, irrespective of the status of the Recipient, subrecipient, lessee, third party contractor or other participant in the Project (*i.e.*, a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual).
- c. **License Fees and Royalties.** FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Recipient has no obligation to the Federal Government with respect to that program Income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project. (*Master Agreement §17*)

### **Right in Data and Copyrights.**

- a. **Definition.** The term "subject data," as used in this Section 18 of this Master Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement for



the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data," as used in this Section 18, does not include financial reports, cost analyses, or other similar information used for Project administration.

b. General. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Cooperative Agreement for the Project:

- (1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.
- (2) The restrictions on publication of Subsection 18.b(1) of this Master Agreement, however, do not apply to a Grant Agreement or Cooperative Agreement with an institution of higher learning.

c. Federal Rights in Data and Copyrights. The Recipient agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this Subsection 18.c of this Master Agreement. As used herein, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government's license to:

- (1) Any subject data developed under the Grant Agreement or Cooperative Agreement for the Project, or under a subagreement, lease, third party contract or other arrangement at any tier of the Project, supported with Federal assistance derived from the Grant Agreement or Cooperative Agreement for the Project, whether or not a copyright has been obtained; and
- (2) Any rights of copyright to which a Recipient, subrecipient, lessee, third party contractor, or other participant at any tier of the Project purchases ownership using Federal assistance.

d. Special Federal Rights in Data for Research. Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, when the Project is completed, the Recipient agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Recipient agrees to provide other reports pertaining to the Project that FTA may request. The Recipient agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA. In addition, except to the extent that FTA determines otherwise in writing, the Recipient of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection 18.c of this Master Agreement, FTA may make

available to any FTA recipient, subrecipient, third party contractor, third party subcontractor or other participant at any tier of the Project, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 18.8 of this Master Agreement and shall be delivered as the Federal Government may direct. This Subsection 18.d, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use when the costs thereof are financed with Federal assistance through an FTA capital program.

- e. License Fees and Royalties. FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Recipient has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project.
- f. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing upon request by the Federal Government, the Recipient agrees to indemnify, save, and hold harmless the Federal Government and its officers, Agents, and employees acting within the scope of their official duties against any liability, including costs and expenses resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights or right of privacy arising out of the publication, translation. Reproduction, delivery use or disposition of any data furnished under the Project. The Recipient shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.
- g. Restrictions on Access to Patent Rights. Nothing in Section 18 of this Master Agreement pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- h. Data Developed Without Federal Funding or Support. In connection with the Project, the Recipient may find it necessary to provide data to FTA developed without any Federal funding or support by the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of this Master Agreement do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with the Project. Nevertheless, the Recipient understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."
- i. Requirements to Release Data. To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," at 49 C.F.R. § 19.36(d), or other applicable Federal laws or Federal regulations, the Recipient understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the Freedom of Information Act (or another Federal law or Federal regulation providing access to such records). (*Master Agreement* §18)

**Energy Conservation.**

The Recipient agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Recipient agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FT A assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C. (*Master Agreement* §26)

**Special Notification Requirements for States.**

To the extent required by Federal law, the State agrees that in administering any Federal Assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project shall indicate that FTA is the Federal agency that is providing the Federal assistance, the Catalog of Federal Domestic Assistance Number of the program from which the Federal assistance is authorized, as may be applicable, and the amount of Federal assistance FT A provided. (*Master Agreement* §38)

**Attachment B**  
**Baldwin County Commission Scope of Work**  
**Baldwin Regional Area Transit System's Advertising Program**

The overall goal of this Scope of Work is to establish a contract to be used by the Baldwin County Regional Area Transit System (BRATS) for an advertising program for the BRATS fleet.

**OUTLINE OF SCOPE OF SERVICES**

**OPERATION OF AN INTERIOR AND EXTERIOR BUS ADVERTISING PROGRAM**

**OVERVIEW** - Proposals are hereby requested by the Baldwin County Commission, for the services of an **Advertising Broker for Interior/Exterior Bus Advertising Program** to handle all advertising on 40 vehicles/buses or more in the BRATS' fleet. The advertising broker will serve the following functions:

- set and control the price of advertising space on the buses;
- control the use of specified advertising space on the buses;
- solicit and negotiate contracts for bus advertising;
- refuse objectionable, inappropriate and illegal advertising content;
- arrange the placement, removal and repair of signs;
- handle all aspects of advertising contracts including invoicing, collection, and legal issues;
- maintain and provide quarterly an accurate listing of advertisement placement and expiration

**1. Installation Procedures**

Any application process approved by BRATS will be permitted on all specified vehicles. Application materials shall not damage vehicle during installation /removal. Contractor shall be responsible for expenses related to damage to vehicles due to installation/ removal of advertising products. Advertising shall not interfere with or obstruct the emergency operation of the windows and doors.

**2. Advertising Space**

The maximum usable advertising space is limited to specific interior areas and the back and sides of the bus. It will be the contractor's responsibility to develop uniform sizes of advertisement signage for each unique vehicle so that advertisements will have style consistency when applied to various vehicle types.

### **3. Interior Advertising Space**

BRATS will make selected interior space available for advertising purposes where applicable. (Some vehicles do not have interior advertising space). The interior space available for advertising is a 20 inch wide by 30 inch wide plexi-glass area behind the driver seat. The advertising on this area must not block the driver view and will require material which is see-through from the driver's side. BRATS or the contractor at a fair market value may produce advertisement materials promoting transit services. The contractor at no cost to BRATS will install these advertisements. All interior advertising is confined to BRATS approved spaces. The contractor's duty to replace/remove interior advertisement shall exist regardless of whether the advertisement materials were negligently or intentionally damaged or subject to malicious mischief or acts of vandalism. Contractor's obligation to replace/remove advertisement is absolute and is not dependent upon any notification by BRATS; however, Contractor agrees to replace/remove any damaged advertisement materials immediately upon receipt of written notice from BRATS within seventy-two (72) hours after notice. Contractor will remove dated advertisements from buses within two (2) weeks/fourteen (14) days after they expire. Listed below are the fleet specifics for bus type available for advertising

#### Type of Bus

1. Modified Van
2. Cutaway Bus

### **4. Use of Unsold Advertising Space**

Any unsold advertising space shall be made available to BRATS and will be posted by the Contractor with BRATS and BRATS partnership supplied artwork. BRATS will provide Contractor with BRATS artwork to be produced and placed on vehicles. BRATS will pay the production cost for advertising materials. Installation will be done by Contractor at no cost to BRATS. Unless Contractor is notified in writing all such posting of unsold advertising displays shall be subject to preemption for paying advertiser.

### **5. Reserved Advertising Space**

BRATS shall retain free advertising space on and in its vehicles in the following quantities: up to six (6) interior cards per bus, all brochure racks on board the buses, and up to ten (10%) of exterior space each year of the contract. BRATS will pay only the cost of producing advertising materials. BRATS will give ten (10) business days notice of needed free advertising space to contractor in an effort to coordinate all advertising space be utilized lucratively each year in the best interest of BRATS.

Contractor shall honor previous commitments to businesses for advertising until December 31, 2018. The contractor must notify said businesses 30 days prior to the December 31, 2018 expiration date and handle all further negotiations and aspects of said advertising including pricing, collection, placement, removal and repair of signage.

### **6. BRATS Review of Advertising**

BRATS shall review all advertising designs to be placed on or inside BRATS buses. BRATS will provide advance approval of each advertisement that complies with established design rules. It shall be the Contractor's responsibility to transport, or have the designs delivered to and from BRATS office. Electronic transmission via e-mail is allowed. Contractor will allow BRATS a five (5) business day evaluation period for each design approval process.

## **7. Removal of Advertising**

Advertisements which do not comply with the rules set in Section 8 "Advertising Content," and the rules and conditions set out elsewhere in the contract documents are not allowed on BRATS vehicles.

Advertisements which are placed on vehicles and are later determined by BRATS not to comply with rules established, shall be immediately removed by the Contractor, at the Contractor's expense upon receiving written/verbal notice from BRATS to do so.

The Contractor understands that a partnership exists between BRATS and the Contractor to make public transportation attractive and more respected within the community. Contractor agrees to maintain high advertising industry standards relative to advertising copy and graphic design.

## **8. Advertising Content**

It is the policy of the BRATS Transit to allow commercial and non-commercial advertising on the exterior and interior of BRATS buses. "Commercial advertising" means advertising promoting a legal business, product, or service where the primary purpose of the advertising is to generate profit from the operation of the business or the sale of the product or the performance of service.

The following advertising is prohibited on all BRATS vehicles:

- a. False, misleading, or deceptive advertising
- b. Promotes unlawful or illegal goods, services, or activities (Illegal drugs, murder, violence, or vandalism)
- c. Implies or declares an endorsement by BRATS of any goods, services or activities
- d. Contains any lewd or obscene matter (No nudity, profanity or crudeness)
- e. Contains any image or description, which, if furnished, exhibited, or sent to a minor would give rise to a violation of BRATS policy or be the basis of an injunction against BRATS
- f. Is libelous
- g. Promotes the sale of tobacco or tobacco-related products
- h. Promotes the sale of liquor, wine; beer, or distilled spirits (alcohol)
- i. Implication of BRATS in support or opposition of a candidate for public office (whether elected or appointed), a political, moral, or social issue or

any ballot measure, or any other matter which is the subject of an election (No political candidates or issues.)

- j. Implicates BRATS in the support or opposition of a religious denomination, creed, doctrine, or belief (No issue of abortion, pro or con)
- k. Displays any word, phrases, character or symbol likely to interfere with, mislead or distract traffic, or conflict with any traffic control device. Incorporates any rotating, or flashing devices or any other moving parts.

BRATS reserves the right to change the rules related to the type and location of advertising, which is prohibited or allowed on BRATS vehicles and property, by giving written notice to Contractor of such change. The change shall be applicable to all advertising for which a binding commitment for display has not been entered into at the time Contractor receives notice of change.

## **9. Schedule of Rates**

The rates for various advertising mediums are the prerogative of the Contractor and shall be published. A copy of these rates shall be kept on file at BRATS throughout the term of the agreement. The Contractor shall submit its rate schedule with its proposal. The Contractor shall provide written notice of any advertising rate change prior to the effective date of the rate change. The charges for material and labor shall not change during the duration of this contract unless substantial cause can be shown to BRATS and approval granted of such change. Additionally, the Contractor shall provide BRATS with written details for any variation from posted rates, as well as justification for variation.

## **10. Repair of Damage to BRATS Vehicles**

The contractor shall be responsible for repair of all damages caused to BRATS property or vehicles as a result of any performance associated with this contract. These repairs will be the sole responsibility of the Contractor. All repairs being made will be inspected and must be approved as satisfactory by the BRATS Director of Transportation or his/her designee.

## **11. Posting, Maintenance, Removal, and Disposal of Displays**

Except as provided for removal for damaged interior advertisement; the Contractor shall remove dated advertisements within (2) two weeks/ (14) fourteen days after their expiration. Advertising material, which has exceeded the period for which they are paid to be posted, shall be removed and replaced with paid advertisement. Contractor is responsible for the removal and proper disposal of used material from BRATS premises.

Posted advertisements shall be maintained in satisfactory, presentable condition. Faded, torn or in a state of disrepair shall be repaired or replaced by the Contractor at Contractor's expense. Contractor shall install and maintain

BRATS information, promotion and BRATS partnership advertising at no additional cost to BRATS. BRATS will work with the Contractor giving at least a (7) seven business day advance notice for installation. BRATS name, phone number and public transportation wording should remain visible and not covered by advertising.

Contractor shall be allowed reasonable access to the vehicles for the purpose of providing its services. The Contractor's employees shall obey all safety signs and posted rules on the BRATS premises. Contractor or Contractor's staff shall notify Director of Transportation or his/her designee when on-site prior to visit or as soon as they arrive if visit is of an urgent nature. Contractor vehicles shall be clearly marked and all personnel must have proper identifiable clothing and/or ID badges or other identification that will identify them as Contractor or sub-contractor.

Contractor's employees shall not operate BRATS vehicles at any time. Should a BRATS vehicle need to be moved during the installation/maintenance activity, a BRATS employee shall be informed and he/she will facilitate the move.

## **12. Installation procedures**

Installation of approved advertisements will be scheduled seven (7) business days in advance. Coordination with the Director of Transportation or his/her designee is required. A minimum three (3) hour time limit will be given for each removal/installation process per vehicle. In special circumstances with written pre-approval by the Director of Transportation or his/her designee additional time allowances will be given for installation/removal of advertisement materials.

## **13. Shop and Storage Space**

No storage space at BRATS properties shall be available to the Contractor under the terms of the agreement. Production that is specific to BRATS transit advertisement materials may be shipped directly to BRATS for storage and installation at a later time.

## **14. Financial Compensation**

Vendor agrees to pay BRATS 50%/50% split of profit after material cost and allowable Overhead costs not to exceed \$41,000 annually or 7% of Gross Revenue Annually. The payment will be paid quarterly (90 days) to Baldwin Regional Area Transit System.

## **15. BRATS Responsibility and Project Manager**

The Contractor shall pay BRATS on a quarterly (90 day) basis. The contractor shall invoice advertiser on a monthly (30 day) basis and revenues shall be



collected within said 30-day period. Payments made to BRATS shall be based on invoice paid during the said quarter (90 day period). Statements will be provided by Contractor to outline any and all outstanding balances due.

"No deduction shall be permitted for 'rep commissions' or 'finder fees.' The Contractor may not charge a commission to an advertiser; in no case shall the Contractor pay a commission to or retain a person or a firm in which the Contractor is in any way financially interested. All net billing shall be made due to any other dept.

The Contractor shall inform BRATS of the dollar value received from advertiser if the Contractor accepts any non-cash goods, services, or things of value in lieu of all or some of its net billings and include such things as part of the gross billing in the calculated amount due BRATS.

The Contractor shall keep and provide a quarterly and accurate accounting of its sales, revenue, and collections including a statement of size, installation date, vehicle number installed, ending date of advertisement and type of display contracted for each advertiser. Any payment not made when due is subject to a late charge of one and one-half percent (1.5%) per month.

The Contractor shall keep and make those records available for inspection to BRATS or audit by BRATS or its authorized agent, in order to verify monthly and annual statements at any reasonable time throughout the period of this agreement and three years after termination of this agreement. Audits shall be conducted in accordance with generally accepted auditing standards and/audit procedures and guidelines of BRATS. Contractor shall fully cooperate with BRATS or its auditor(s) during audits and inspections and provide all requested documentation in a timely manner. If the audit reveal discrepancies in amounts due to BRATS, the Contractor shall be responsible for the additional amounts due within 30 days of audit findings.

BRATS will be responsible for providing direction to the Contractor. Formal and informal communication following the contract award shall be directed to BRATS Assistant Director of Transportation, or other person(s) that may be designated by BRATS Director of Transportation.

## **16. Time and Performance**

A thirty-six (36) month contract will be established to begin on the date that the contract is executed. Any successive contract(s) must have the written approval of both the County and the Contractor no later than thirty (30) days prior to the expiration of the original contract.

## **RESPONSIBILITIES, TASKS TO BE PERFORMED AND GENERAL PROVISIONS**

**I. Services to be Provided.**

1. Scope of services shall incorporate suggestions/consideration BRATS raised in the BALDWIN COUNTY COMMISSION RFP supplied via email on August 11, 2011. Contractor's proposal has addressed these points formally from the BRATS RFP. Any considerations not covered in this proposal will be addressed, negotiated and incorporated into an amended document to be approved by Contractor and BRATS.
2. Contractor warrants that all services described in this agreement will be performed in a competent, professional and satisfactory manner in accordance with typical and prevalent industry standards.
3. All goods, equipment, supplies and labor regarding the advertising initiative for Transportation Advertising will be provided by Contractor.
4. All advertising placed for display on the Transportation Advertising system falling under the jurisdiction of this agreement will be authorized by Contractor and BRATS.
5. Contractor shall begin the advertising immediately upon the same date as its full execution and same shall terminate upon both the expiration of thirty-six (36) months or either by giving thirty (30) days written notice of such to the other party. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
6. Contractor shall provide and furnish and be solely responsible for all aspects of the day to day management and operation of the Transportation Advertising initiative including but not limited to the following:
  - Recruitment of all commercial advertisers from local, regional and national markets.
  - Sale of all advertising space on the Transportation Advertising initiative.
  - Solicitation for all materials needed or to be used in the development of advertising for these advertisers.
  - Design, layout and production of all advertising for these advertisers.
  - Securing approval from advertisers as well as BRATS for the advertising to be displayed on the Transportation Advertising system.
  - Production of self-adhesive vinyl banners to be used on the sides, back and interiors of the Transportation Advertising system.
  - Installation, maintenance and removal of vinyl banners.
  - Invoicing of advertisers for advertising / collection of all revenue.
  - Payment of any expense incurred for/by the Transportation Advertising initiative.
  - Consistent reporting of revenue/expenses to BRATS for record keeping purposes in regard to the Transportation Advertising initiative.

- Compensation to BRATS for profit generated after costs by the Transportation Advertising initiative.
  - Providing any and all other activities necessary to ensure a reliable, efficient, effective and profitable Transportation Advertising initiative.
  - Contractor will keep current and compliant with any and all County policies as well as State and Federal regulations regarding display advertising.
  - Contractor will apply for and keep current and compliant its vendor status with Baldwin County.
  - Contractor will comply with current County policy regarding "Character & Image" as it applies to the Transportation Advertising initiative.
  - Contractor will work with BRATS to honor any and all existing advertising agreements with current Transportation Advertisers.
  - Contractor will work with BRATS to honor any and all existing "PSA" advertising agreements with current Transportation Advertisers.
  - Contractor will work to ensure County "PSA's" are incorporated additionally as a component of the Transportation Advertising initiative.
  - Contractor will work through BRATS to ensure compliance throughout the advertising approval process.
7. Contractor will at all times act as an independent Contractor and not as an employee of BRATS. Any employee of Contractor assigned to perform any services pertaining to the Transportation Advertising initiative is solely an employee of Contractor.
  8. Contractor acting as an independent Contractor shall not be provided with any benefits including but not limited to: health insurance, liability insurance or indemnification, vacation or sick leave or pension benefits.

## **II. Advertising Content Provided by Contractor.**

1. Advertisers must pass existing BRATS policy regarding topics such as: political, religion, drug and alcohol, nightclubs and bars, entertainment and general philosophies. NO advertiser will be permitted to infringe on existing BRATS policy. BRATS will have final approval on all advertisers / advertising to be incorporated and displayed in the Transportation Advertising initiative.
2. Contractor will ensure that no advertisers will be permitted to infringe on current advertising agreements currently in place with Baldwin County and/or BRATS.
3. Contractor will consult with BRATS before entering into any formal agreement with any advertiser that is deemed "questionable" regarding the policies of "Character & Image".

4. Contractor will make it known that BRATS in no way endorses or promotes any product or service displayed in the Transportation Advertising initiative.
5. Contractor will label all advertisements, where applicable, with the following tagline:  
*"Proceeds from the placement of this advertisement benefit the Baldwin County Commission, Baldwin County Regional Area Transit System and the citizens of Baldwin County."*
6. Contractor will not permit any contracted advertiser to violate any policy set forth by the Baldwin County Commission and/or BRATS.
7. Contract will assume all obligations and responsibility for content in the Transportation Advertising initiative.

## EXAMPLES OF MATERIALS COST / BASIC DIMENSIONS

### Material Costs (Cost of Goods Sold – Advertiser Reimbursed)

Advertisers 1-time fee will cover material's cost. Is potential retail pricing for materials.

Exterior Vinyl	\$7.50 Square Foot	(\$23 Square Foot)
Interior/Exterior PVC	\$13.25 Square Foot	(\$43 Square Foot)
Max Metal	\$10.75 Square Foot	(\$35 Square Foot)
Banner	\$4.25 Square Foot	(\$12 Square Foot)
Coroplast	\$4.25 Square Foot – 1 side / \$6.75 Square Foot 2 sides (\$12 Square Foot / \$21 Square Foot)	

### Estimated Monthly Expenses (Fixed Costs)

Allowable Overhead Costs ( Not to exceed \$41,000 or 7% of Gross Revenue Annually)

Travel / Lodging	\$1,500
Phone / Internet	\$200
Professional Services	\$1,000
Marketing Services	\$250
Insurance	\$150
Taxes	\$250
Licenses / Dues	\$50

Total of Allowable Overhead cost \$ 3,400.00



# ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36110



Kay Ivey  
Governor

John R. Cooper  
Transportation Director

October 28, 2019

Ms. Monica E. Taylor,  
Assistant Administrative Services Manager  
Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

ATTN: Mr. Matthew Brown

Subject: Amended Contract for Professional Services (Advertising Program)

Dear Ms. Taylor:

We have reviewed the recently submitted amended agreements for professional services between the Baldwin County Commission and McNutt and Company, LLC.

The agreements meet the requirements of the Alabama Department of Transportation and are hereby approved.

If you have any questions, please contact James Giles at (334) 242-6779.

Sincerely,

D.E. Phillips, Jr., P.E.  
State Local Transportation Engineer

DEP: JEG  
Enclosures  
CC: FY 2020 Program Files



**COUNTY COMMISSION  
BALDWIN COUNTY**

312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507  
(251) 937-0264 Main  
(251) 580-2500 Fax

[www.baldwincountyal.gov](http://www.baldwincountyal.gov)

Anu Gary  
Administrative Services Manager  
[agary@baldwincountyal.gov](mailto:agary@baldwincountyal.gov)  
(251) 580-2564

Monica E. Taylor  
Assistant Administrative Services Manager  
[mtaylor@baldwincountyal.gov](mailto:mtaylor@baldwincountyal.gov)  
(251) 580-1696

**RECEIVED**

October 17, 2019

Mr. D. E. Phillips, Jr.  
Alabama Department of Transportation  
Local Transportation Bureau, Transit Section  
1100 John Overton Drive  
Montgomery, Alabama 36110

OCT 22 2019

**BUREAU OF LOCAL  
TRANSPORTATION  
DEPT OF TRANS.**

**RE: Baldwin Regional Area Transit System (BRATS) - First Amendment to Professional Services Contract with McNutt & Company, LLC, for Management of BRATS Advertising Program**

Dear Mr. Phillips:

The Baldwin County Commission, during its regularly scheduled meeting held on August 20, 2019, took the following actions:

- 1) Approved the *First Amendment to the Contract for Professional Services for Management of an Advertising Program on Baldwin Regional Area Transit System (BRATS) Buses between McNutt & Company, LLC, and the Baldwin County Commission* to allow BRATS to manage the interior advertising space on its buses; and
- 2) Authorized the execution of any documents related to this agreement.

Please find enclosed three (3) executed **original** *Contracts*. Please have the *Contracts* executed and return (2) fully executed contracts to this office to the attention of Commission Administration Staff, for dissemination.

If you have any questions or need further assistance, please do not hesitate to contact Mathew Brown, at (251) 972-8576.

Sincerely,

MONICA E. TAYLOR  
Assistant Administrative Services Manager  
Baldwin County Commission

MET/vk Item BM8

cc: Wayne Dyess  
Matthew Brown  
Chandra Middleton

ENCLOSURE(S)

**RECEIVED**

OCT 22 2019

**BUREAU OF LOCAL  
TRANSPORTATION  
TRANSIT  
DEPT. OF TRANS**



**FIRST AMENDMENT TO  
CONTRACT FOR PROFESSIONAL SERVICES  
FOR MANAGEMENT OF AN ADVERTISING PROGRAM ON BRATS BUSES  
BETWEEN MCNUTT & COMPANY, LLC,  
AND THE BALDWIN COUNTY COMMISSION**

This First Amendment is made and entered into by and between McNutt & Company, LLC (hereinafter "Provider"), and the Baldwin County Commission (hereinafter "County"), amending that certain Agreement between Provider and the County (the "Agreement") entered into on the 8<sup>th</sup> day of December, 2017.

**RECITALS**

**Whereas**, under the Agreement between the parties, the Provider serves as the manager and advertising broker for the interior and exterior advertising space on BRATS buses; and

**Whereas**, the interior advertising space has historically been underutilized, and, as of the date of this Amendment, there are no revenue producing interior ads on BRATS buses; and

**Whereas**, the parties desire to amend the Agreement to transfer management responsibility of the interior advertising space from the Provider to the County.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained in this First Amendment and the Agreement, the sufficiency of which being hereby acknowledged, the County and the Provider do hereby agree as follows:

1. The Scope of Work set forth in Attachment B to the Agreement is hereby deleted and replaced with the revised Attachment B, included herein.
2. This First Amendment may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
3. Except as expressly amended by this First Amendment, the Agreement, and all attachments, terms, and conditions contained therein, shall continue in full force and effect.
4. This First Amendment shall become effective upon the execution of both the County and the Provider.

RECEIVED

OCT 22 2019

BUREAU OF LOCAL  
TRANSPORTATION  
TRANSIT  
DEPT. OF TRANS

RECEIVED  
OCT 11 2019  
BY: MSK



IN WITNESS WHEREOF, the parties hereto have executed this First Amendment by those officers and officials duly authorized to execute same, and the First Amendment is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer, I

**Baldwin County Commission**

Charles F. Gruber  
Charles F. Gruber  
Chairman

Date: 10/15/19

McNutt & Company LLC

By: John McNutt  
John McNutt

Date: 10/10/19

**Attest:**

Wayne Dyess  
Wayne Dyess  
County Administrator

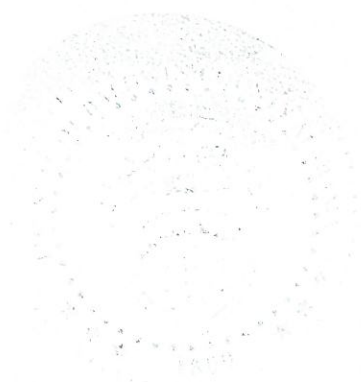
Date: 10/15/19

**REVIEWED BY:**

D.E. Phillips, Jr., P.E.  
D.E. Phillips, Jr., P.E.  
State Local Transportation Engineer

Date: 10.28.19

**\*NOTARY PAGE TO FOLLOW**

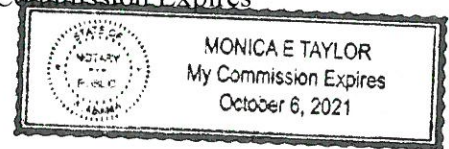


State of Alabama     )  
County of Baldwin    )

I, Monica E. Taylor, Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, Chairman of Baldwin County Commission, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of this First Amendment, he, as such office and with full authority, executed the same knowingly and with full authority to do so on behalf of said county commission.

Given under my hand and official seal, this the 15<sup>th</sup> day of October, 2019.

Monica E. Taylor  
Notary Public  
My Commission Expires



State of Alabama     )  
County of Baldwin    )

I, Lori Bugg, Notary Public in and for said County, in said State, hereby certify that, John McNutt, as Owner of McNutt & Company, LLC, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of this First Amendment, he, as such and with full authority, executed the same knowingly and with full authority to do so on behalf of said limited liability company.

Given under my hand and official seal, this the 10<sup>th</sup> day of October, 2019.

Lori Bugg  
Notary Public  
My Commission Expires



My Commission Expires  
November 9, 2022

**Attachment B**  
**Baldwin County Commission Scope of Work**  
**Baldwin Regional Area Transit System's Advertising Program**

The overall goal of this Scope of Work is to establish a contract to be used by the Baldwin County Regional Area Transit System (BRATS) for an advertising program for the BRATS fleet.

**OUTLINE OF SCOPE OF SERVICES**

**OPERATION OF AN EXTERIOR BUS ADVERTISING PROGRAM**

**OVERVIEW** - Proposals are hereby requested by the Baldwin County Commission, for the services of an **Advertising Broker for Exterior Bus Advertising Program** to handle all advertising on 40 vehicles/buses or more in the BRATS' fleet. The advertising broker will serve the following functions:

- set and control the price of specified advertising space on the buses;
- control the use of specified advertising space on the buses;
- solicit and negotiate contracts for bus advertising;
- refuse objectionable, inappropriate and illegal advertising content;
- arrange the placement, removal and repair of signs;
- handle all aspects of advertising contracts including invoicing, collection, and legal issues;
- maintain and provide quarterly an accurate listing of advertisement placement and expiration

**1. Installation Procedures**

Any application process approved by BRATS will be permitted on all specified vehicles. Application materials shall not damage vehicle during installation /removal. Contractor shall be responsible for expenses related to damage to vehicles due to installation/ removal of advertising products. Advertising shall not interfere with or obstruct the emergency operation of the windows and doors.

**2. Advertising Space**

The maximum usable advertising space is limited to the exterior areas on the back and sides of the bus. It will be the contractor's responsibility to develop uniform sizes of advertisement signage for each unique vehicle so that advertisements will have style consistency when applied to various vehicle types. Management of the interior areas of the bus is excluded from the Provider's scope of work.

### **3. Interior Advertising Space**

BRATS will manage the interior advertising space within its buses. Management of the interior areas of the bus is excluded from the Provider's scope of work.

### **4. Use of Unsold Advertising Space**

Any unsold advertising space shall be made available to BRATS and will be posted by the Contractor with BRATS and BRATS partnership supplied artwork. BRATS will provide Contractor with BRATS artwork to be produced and placed on vehicles. BRATS will pay the production cost for advertising materials. Installation will be done by Contractor at no cost to BRATS. Unless Contractor is notified in writing all such posting of unsold advertising displays shall be subject to preemption for paying advertiser.

### **5. Reserved Advertising Space**

BRATS shall retain free advertising space on and in its vehicles in the following quantities: all brochure racks on board the buses and up to ten (10%) of exterior space each year of the contract. BRATS will pay only the cost of producing advertising materials. BRATS will give ten (10) business days notice of needed free advertising space to contractor in an effort to coordinate all advertising space be utilized lucratively each year in the best interest of BRATS.

Contractor shall honor previous commitments to businesses for advertising until December 31, 2018. The contractor must notify said businesses 30 days prior to the December 31, 2018 expiration date and handle all further negotiations and aspects of said advertising including pricing, collection, placement, removal and repair of signage.

### **6. BRATS Review of Advertising**

BRATS shall review all advertising designs to be placed on or inside BRATS buses. BRATS will provide advance approval of each advertisement that complies with established design rules. It shall be the Contractor's responsibility to transport, or have the designs delivered to and from BRATS office. Electronic transmission via e-mail is allowed. Contractor will allow BRATS a five (5) business day evaluation period for each design approval process.

### **7. Removal of Advertising**

Advertisements which do not comply with the rules set in Section 8 "Advertising Content," and the rules and conditions set out elsewhere in the contract documents are not allowed on BRATS vehicles.

Advertisements which are placed on vehicles and are later determined by BRATS not to comply with rules established, shall be immediately removed by the Contractor, at the Contractor's expense upon receiving written/verbal notice from BRATS to do so.



The Contractor understands that a partnership exists between BRATS and the Contractor to make public transportation attractive and more respected within the community. Contractor agrees to maintain high advertising industry standards relative to advertising copy and graphic design.

## **8. Advertising Content**

It is the policy of the BRATS Transit to allow commercial and non-commercial advertising on the exterior of BRATS buses. "Commercial advertising" means advertising promoting a legal business, product, or service where the primary purpose of the advertising is to generate profit from the operation of the business of the sale of the product or the performance of service.

The following advertising is prohibited on all BRATS vehicles:

- a. False, misleading, or deceptive advertising
- b. Promotes unlawful or illegal goods, services, or activities (Illegal drugs, murder, violence, or vandalism)
- c. Implies or declares an endorsement by BRATS of any goods, services or activities
- d. Contains any lewd or obscene matter (No nudity, profanity or crudeness)
- e. Contains any image or description, which, if furnished, exhibited, or sent to a minor would give rise to a violation of BRATS policy or be the basis of an injunction against BRATS
- f. Is libelous
- g. Promotes the sale of tobacco or tobacco-related products
- h. Promotes the sale of liquor, wine; beer, or distilled spirits (alcohol)
- i. Implication of BRATS in support or opposition of a candidate for public office (whether elected or appointed), a political, moral, or social issue or any ballot measure, or any other matter which is the subject of an election (No political candidates or issues.)
- j. Implicates BRATS in the support or opposition of a religious denomination, creed, doctrine, or belief (No issue of abortion, pro or con)
- k. Displays any word, phrases, character or symbol likely to interfere with, mislead or distract traffic, or conflict with any traffic control device. Incorporates any rotating, or flashing devices or any other moving parts.

BRATS reserves the right to change the rules related to the type and location of advertising, which is prohibited or allowed on BRATS vehicles and property, by giving written notice to Contractor of such change. The change shall be applicable to all advertising for which a binding commitment for display has not been entered into at the time Contractor receives notice of change.

## **9. Schedule of Rates**

The rates for various advertising mediums are the prerogative of the Contractor and shall be published. A copy of these rates shall be kept on file at BRATS throughout the term of the agreement. The Contractor shall submit its rate schedule with its proposal. The Contractor shall provide written notice of any advertising rate change prior to the effective date of the rate change. The charges for material and labor shall not change during the duration of this contract unless substantial cause can be shown to BRATS and approval granted of such change. Additionally, the Contractor shall provide BRATS with written details for any variation from posted rates, as well as justification for variation.

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The contractor shall be responsible for repair of all damages caused to BRATS property or vehicles as a result of any performance associated with this contract. These repairs will be the sole responsibility of the Contractor. All repairs being made will be inspected and must be approved as satisfactory by the BRATS Director of Transportation or his/her designee.

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The Contractor shall remove dated advertisements within (2) two weeks/ (14) fourteen days after their expiration. Advertising material, which has exceeded the period for which they are paid to be posted, shall be removed and replaced with paid advertisement. Contractor is responsible for the removal and proper disposal of used material from BRATS premises.

Posted advertisements shall be maintained in satisfactory, presentable condition. Faded, torn or in a state of disrepair shall be repaired or replaced by the Contractor at Contractor's expense. Contractor shall install and maintain BRATS information, promotion and BRATS partnership advertising at no additional cost to BRATS. BRATS will work with the Contractor giving at least a (7) seven business day advance notice for installation. BRATS name, phone number and public transportation wording should remain visible and not covered by advertising.

Contractor shall be allowed reasonable access to the vehicles for the purpose of providing its services. The Contractor's employees shall obey all safety signs and posted rules on the BRATS premises. Contractor or Contractor's staff shall notify Director of Transportation or his/her designee when on-site prior to visit or as soon as they arrive if visit is of an urgent nature. Contractor vehicles shall be clearly marked and all personnel must have proper identifiable clothing and/or ID badges or other identification that will identify them as Contractor or sub-contractor.

Contractor's employees shall not operate BRATS vehicles at any time. Should a BRATS vehicle need to be moved during the installation/maintenance activity, a BRATS employee shall be informed and he/she will facilitate the move.

## **12. Installation procedures**

Installation of approved advertisements will be scheduled seven (7) business days in advance. Coordination with the Director of Transportation or his/her designee is required. A minimum three (3) hour time limit will be given for each removal/installation process per vehicle. In special circumstances with written pre-approval by the Director of Transportation or his/her designee additional time allowances will be given for installation/removal of advertisement materials.

## **13. Shop and Storage Space**

No storage space at BRATS properties shall be available to the Contractor under the terms of the agreement. Production that is specific to BRATS transit advertisement materials may be shipped directly to BRATS for storage and installation at a later time.

## **14. Financial Compensation**

Vendor agrees to pay BRATS 50%/50% split of profit after material cost and allowable Overhead costs not to exceed \$41,000 annually or 7% of Gross Revenue Annually for exterior advertising on the buses. The payment will be paid quarterly (90 days) to Baldwin Regional Area Transit System.

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The Contractor shall pay BRATS on a quarterly (90 day) basis. The contractor shall invoice advertiser on a monthly (30 day) basis and revenues shall be collected within said 30-day period. Payments made to BRATS shall be based on invoice paid during the said quarter (90 day period). Statements will be provided by Contractor to outline any and all outstanding balances due.

"No deduction shall be permitted for 'rep commissions' or 'finder fees.'" The Contractor may not charge a commission to an advertiser; in no case shall the Contractor pay a commission to or retain a person or a firm in which the Contractor is in any way financially interested. All net billing shall be made due to any other dept.

The Contractor shall inform BRATS of the dollar value received from advertiser if the Contractor accepts any non-cash goods, services, or things of value in lieu of all or some of its net billings and include such things as part of the gross billing in the calculated amount due BRATS.

The Contractor shall keep and provide a quarterly and accurate accounting of its sales, revenue, and collections including a statement of size, installation date, vehicle number installed, ending date of advertisement and type of display contracted for each advertiser. Any payment not made when due is subject to a

late charge of one and one half percent (1.5%) per month.

The Contractor shall keep and make those records available for inspection to BRATS or audit by BRATS or its authorized agent, in order to verify monthly and annual statements at any reasonable time throughout the period of this agreement and three years after termination of this agreement. Audits shall be conducted in accordance with generally accepted auditing standards and/audit procedures and guidelines of BRATS. Contractor shall fully cooperate with BRATS or its auditor(s) during audits and inspections and provide all requested documentation in a timely manner. If the audit reveal discrepancies in amounts due to BRATS, the Contractor shall be responsible for the additional amounts due within 30 days of audit findings.

BRATS will be responsible for providing direction to the Contractor. Formal and informal communication following the contract award shall be directed to BRATS Assistant Director of Transportation, or other person(s) that may be designated by BRATS Director of Transportation.

#### **16. Time and Performance**

A thirty-six (36) month contract will be established to begin on the date that the contract is executed. Any successive contract(s) must have the written approval of both the County and the Contractor no later than thirty (30) days prior to the expiration of the original contract.

### **RESPONSIBILITIES, TASKS TO BE PERFORMED AND GENERAL PROVISIONS**

#### **I. Services to be Provided.**

1. Scope of services shall incorporate suggestions/consideration BRATS raised in the BALDWIN COUNTY COMMISSION RFP supplied via email on August 11, 2011. Contractor's proposal has addressed these points formally from the BRATS RFP. Any considerations not covered in this proposal will be addressed, negotiated and incorporated into an amended document to be approved by Contractor and BRATS.
2. Contractor warrants that all services described in this agreement will be performed in a competent, professional and satisfactory manner in accordance with typical and prevalent industry standards.
3. All goods, equipment, supplies and labor regarding the advertising initiative for Transportation Advertising will be provided by Contractor.
4. All advertising placed for display on the Transportation Advertising system falling under the jurisdiction of this agreement will be authorized by Contractor and BRATS.
5. Contractor shall begin the advertising immediately upon the same date as its full execution and same shall terminate upon both the expiration of thirty-six (36) months or either by giving thirty (30) days written notice of such to the other party. [Nothing herein



stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

6. Contractor shall provide and furnish and be solely responsible for all aspects of the day to day management and operation of the Transportation Advertising initiative including but not limited to the following:
- Recruitment of all commercial advertisers from local, regional and national markets.
  - Sale of all advertising space on the Transportation Advertising initiative.
  - Solicitation for all materials needed or to be used in the development of advertising for these advertisers.
  - Design, layout and production of all advertising for these advertisers.
  - Securing approval from advertisers as well as BRATS for the advertising to be displayed on the Transportation Advertising system.
  - Production of self-adhesive vinyl banners to be used on the sides and back of the Transportation Advertising system.
  - Installation, maintenance and removal of vinyl banners.
  - Invoicing of advertisers for advertising / collection of all revenue.
  - Payment of any expense incurred for/by the Transportation Advertising initiative.
  - Consistent reporting of revenue/expenses to BRATS for record keeping purposes in regard to the Transportation Advertising initiative.
  - Compensation to BRATS for profit generated after costs by the Transportation Advertising initiative.
  - Providing any and all other activities necessary to ensure a reliable, efficient, effective and profitable Transportation Advertising initiative.
  - Contractor will keep current and compliant with any and all County policies as well as State and Federal regulations regarding display advertising.
  - Contractor will apply for and keep current and compliant its vendor status with Baldwin County.
  - Contractor will comply with current County policy regarding "Character & Image" as it applies to the Transportation Advertising initiative.
  - Contractor will work with BRATS to honor any and all existing advertising agreements with current Transportation Advertisers.
  - Contractor will work with BRATS to honor any and all existing "PSA" advertising agreements with current Transportation Advertisers.

- Contractor will work to ensure County “PSA’s” are incorporated additionally as a component of the Transportation Advertising initiative.
  - Contractor will work through BRATS to ensure compliance throughout the advertising approval process.
7. Contractor will at all times act as an independent Contractor and not as an employee of BRATS. Any employee of Contractor assigned to perform any services pertaining to the Transportation Advertising initiative is solely an employee of Contractor.
  8. Contractor acting as an independent Contractor shall not be provided with any benefits including but not limited to: health insurance, liability insurance or indemnification, vacation or sick leave or pension benefits.

## **II. Advertising Content Provided by Contractor.**

1. Advertisers must pass existing BRATS policy regarding topics such as: political, religion, drug and alcohol, nightclubs and bars, entertainment and general philosophies. NO advertiser will be permitted to infringe on existing BRATS policy. BRATS will have final approval on all advertisers / advertising to be incorporated and displayed in the Transportation Advertising initiative.
2. Contractor will ensure that no advertisers will be permitted to infringe on current advertising agreements currently in place with Baldwin County and/or BRATS.
3. Contractor will consult with BRATS before entering into any formal agreement with any advertiser that is deemed “questionable” regarding the policies of “Character & Image”.
4. Contractor will make it known that BRATS in no way endorses or promotes any product or service displayed in the Transportation Advertising initiative.
5. Contractor will label all advertisements, where applicable, with the following tagline: *“Proceeds from the placement of this advertisement benefit the Baldwin County Commission, Baldwin County Regional Area Transit System and the citizens of Baldwin County.”*
6. Contractor will not permit any contracted advertiser to violate any policy set forth by the Baldwin County Commission and/or BRATS.
7. Contract will assume all obligations and responsibility for content in the Transportation Advertising initiative.

#### EXAMPLES OF MATERIALS COST / BASIC DIMENSIONS

##### **Material Costs (Cost of Goods Sold – Advertiser Reimbursed)**

Advertisers 1-time fee will cover material's cost. Is potential retail pricing for materials.

Exterior Vinyl	\$7.50 Square Foot	(\$23 Square Foot)
Exterior PVC	\$13.25 Square Foot	(\$43 Square Foot)
Max Metal	\$10.75 Square Foot	(\$35 Square Foot)
Banner	\$4.25 Square Foot	(\$12 Square Foot)
Coroplast	\$4.25 Square Foot – 1 side / \$6.75 Square Foot 2 sides (\$12 Square Foot / \$21 Square Foot)	

##### **Estimated Monthly Expenses (Fixed Costs)**

Allowable Overhead Costs ( Not to exceed \$41,000 or 7% of Gross Revenue Annually)

Travel / Lodging	\$1,500
Phone / Internet	\$200
Professional Services	\$1,000
Marketing Services	\$250
Insurance	\$150
Taxes	\$250
Licenses / Dues	\$50

Total of Allowable Overhead cost \$ 3,400.00



State of Alabama)

County of Baldwin)

## CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional Services** is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and McNutt & Company, LLC, (hereinafter referred to as "PROVIDER").

### WITNESSETH:

**Whereas**, the COUNTY offers, through their BRATS Department, safe, affordable, and reliable transportation and related services to the general citizenry of Baldwin County in order to help promote a strong economy, protect the environment, conserve energy, and enhance lives; and

**Whereas**, at its regular meeting on Tuesday, September 5, 2017, the COUNTY authorized staff to solicit a Request for Proposals for Baldwin Regional Area Transit System (BRATS) Advertising Program for the Baldwin County Commission; and

**Whereas**, the PROVIDER responded to the RFP and was chosen by the COUNTY to provide needed services in accordance with the RFP and Response.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
  - A. COUNTY: Baldwin County, Alabama
  - B. COMMISSION: Baldwin County Commission
  - C. PROVIDER: McNutt & Company, LLC
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration.

PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: McNutt & Company, LLC  
Attn: John McNutt  
P. O. Box 2708  
Auburn, AL 36831

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of "Request for Proposals," the same being expressly incorporated herein by reference, and without limitation will encompass:



**"All provision and conditions and/or specifications listed/stated in the Request for Proposals for Baldwin Regional Area Transit System (BRATS) Advertising Program for the Baldwin County Commission."**

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**ATTACHMENTS:**

The exhibits and/or attachments listed below are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

- A. Federal Clauses
- B. Scope of Work for Baldwin Regional Area Transit System (BRATS) Advertising Program

County and Provider/Contractor jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Contract noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

**XVII. General Responsibilities of the COUNTY.**

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVIII. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

**XX. Method of Payment.** PROVIDER shall submit monthly and accurate accounting reports of its sales, revenue, and collections including a statement of size and type of display contracted for each advertiser to the County.

PROVIDER agrees to compensate BRATS on a quarterly (90 day) basis. Compensation to the COUNTY shall be paid based on a 50% - 50% split profit after operating expenses and applicable taxes.

Provider shall invoice advertisers on a monthly (30 day) basis and revenues shall be collected within said 30 day period. Payments made to BRATS shall be based on invoices paid during said quarter (90 day period). Statements will be provided by PROVIDER to outline any and all outstanding balances due.

PROVIDER will obtain a cost (base) per square foot on vinyl for production of advertising. This vinyl cost will be the basis for establishing the expenses incurred contained in the proforma (Attachment B of *Baldwin County Commission Scope of Work*). Any variation or increase in this base amount will be provided to BRATS to reestablish vinyl cost. PROVIDER and BRATS will renegotiate this cost prior to the next payment scheduled.

Payment shall be made by the PROVIDER by the 20<sup>th</sup> day of each month on a quarterly basis to the COUNTY a percentage of the previous month net billing, or the annual minimum guaranteed contract amount, whichever is greater, plus and other charges due.

**XXII. Effective and Termination Dates.** This Contract shall be effective for thirty-six (36) months and commence immediately upon the same date as its full execution and same shall terminate upon both the expiration of thirty-six (36) months or either by giving thirty (30) days written notice of such to the other party. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any



costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. Indemnification.** PROVIDER shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

**XXVI: Governing Law:** This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

**XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY

Frank Burt, Jr. 11/28/17  
FRANK BURT, JR., Chairman /Date

ATTEST:

Ronald J. Cink 11/28/17  
RONALD J. CINK, /Date  
County Administrator/Budget Director

State of Alabama )

County of Baldwin )

I, Keri Green, a Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the 8th day of December, 2017.

Keri Green  
Notary Public  
My Commission Expires 11/23/19

PROVIDER: McNutt & Company, LLC

By John McNutt 12/1/17  
By John McNutt /Date  
Its Owner / Principal

State of Alabama )

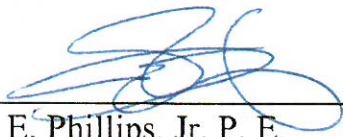
County of Lee )

I, Misty W. Schwieker Notary Public in and for said County and State, hereby certify that John McNutt as owner of McNutt & Company, LLC, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said McNutt & Company, LLC.

GIVEN under my hand and seal on this the 1st day of December, 2017.

Misty W. Schwieker  
Notary Public  
My Commission Expires

REVIEWED BY:

  
\_\_\_\_\_  
D. E. Phillips, Jr. P. E.      1 4.2/10  
Date  
Alabama Department of Transportation



## **Attachment A**

### **MISCELLANEOUS FEDERAL CLAUSES**

#### **No Federal Government Obligations to Third Parties.**

In connection with the Project, the Recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Recipient, including any subrecipient, lessee, third party contractor, or other participant at any tier of the Project. (*Master Agreement §2.f*)

#### **False or Fraudulent Statements or Claims.**

The Recipient acknowledges and agrees that:

- (1) **Civil Fraud.** The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the Recipient's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply. The Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission. Certification assurance or representation to the Federal Government. The Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended. to the extent the Federal Government deems appropriate.
- (2) **Criminal Fraud.** If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission. certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient the penalties of 49 U.S.C. § 5323(1), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate. (*Master Agreement §3.f*)

#### **Access to Third Party Contract Records.**

The Recipient agrees to require and assures that its subrecipients require, their third-party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third-party contract records as required by 49 U.S.C. § 5325(g). The Recipient further agrees to require, and assures that its subrecipients require, their third-party contractors and third-party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA. (*Master Agreement § 15.t*)

#### **Access to Records of Recipients and Subrecipients.**

The Recipient agrees to permit, and require its subrecipients to permit, the U.S. Secretary of



Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project, as required by 49 U.S.C. § 5325(g). (*Master Agreement §8.d.*)

**Federal Laws, Regulations, and Directives.**

The Recipient agrees that Federal laws and regulations control Project award and implementation. The Recipient also agrees that Federal directives, as defined in this Master Agreement, provide Federal guidance applicable to the Project, except to the extent that FTA determines otherwise in writing. Thus, FTA strongly encourages adherence to applicable Federal directives. The Recipient understands and agrees that unless the recipient requests Federal Transit Administration approval in writing, the Recipient may incur a violation of Federal laws or regulations, its Grant Agreement or Cooperative Agreement, or this Master Agreement if it implements an alternative procedure or course of action not approved by FTA.

The Recipient understands and agrees that Federal laws, regulations, and directives applicable to the Project and to the Recipient on the date on which the FTA Authorized Official awards Federal assistance for the Project may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date on which the Recipient executes the Grant Agreement or Cooperative Agreement for the Project, and might apply to that Grant Agreement or Cooperative Agreement. The Recipient agrees that the most recent of such Federal laws, regulations, and directives will apply to the administration of the Project at any particular time, except to the extent that FTA determines otherwise in writing.

FTA's written determination may take the form of a Special Condition, Special Requirement, Special Provision or Condition of Award within the Grant Agreement or Cooperative Agreement for the Project, a change to an FTA directive, or a letter to the Recipient signed by the Federal Transit Administrator or his or her duly authorized designee, the text of which modifies or conditions a specific provision of the Grant Agreement or Cooperative Agreement for the Project or this Master Agreement. To accommodate changing Federal requirements, the Recipient agrees to include in each agreement with each subrecipient, each lease, each third party contract, and other similar document implementing the Project notice that Federal laws, regulations, and directives may change and that the changed provisions will apply to the Project, except to the extent that FTA determines otherwise in writing. All standards or limits in the Grant Agreement or Cooperative Agreement for the Project, and in this Master Agreement are minimum requirements, unless modified by FTA. (*Master Agreement §2.c. (1)*)

**Civil Rights.**

The Recipient agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Nondiscrimination - Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other



participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," and any other applicable Federal directives that may be issued.

- c. Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction", the Recipient agrees to comply and assures the compliance of each subrecipient, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*; with implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

- d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subrecipient, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBBs in the project to the extent applicable as follows:

(1) The Recipient agrees and assures that it shall comply with section 101 (b) of

SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

- (2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Recipient's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the Recipient of the Recipient's failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*, or both.

- e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.
- f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with all applicable requirements of:
- (1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.
- (2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.
- g. Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation



services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and



(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

- h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.
- i. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.
- j. Environmental Justice. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.
- k. Other Nondiscrimination Laws. The Recipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. (*Master Agreement* §12)

#### **Federal Standards.**

The Recipient agrees to comply with applicable third-party procurement requirements of 49 U.S.C. chapter 53 and Federal laws in effect now or subsequently enacted; with applicable U.S. DOT third party procurement regulations at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48, and with other applicable Federal regulations pertaining to third party procurements and later amendments thereto. The Recipient also agrees to follow the provisions of the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," and any later revision thereto, except to the extent FTA determines otherwise in writing. The Recipient agrees that it may not use assistance to support its third-party procurements unless its compliance with Federal laws and regulations is satisfactory. Although the FTA "Best Practices Procurement Manual" provides additional third party contracting information, the Recipient understands and agrees that the FTA "Best Practices Procurement Manual" may omit certain Federal requirements applicable to specific third-party contracts. (*Master Agreement* §15.a.)

#### **Prompt Payment of the Local Share.**

The Recipient agrees to provide the proportionate amount of the local share promptly as it incurs Project costs or Project costs become due, except to the extent that the FTA determines otherwise in writing. (*Master Agreement* §5.c.)

#### **Right of the Federal Government to Terminate.**

Upon written notice, the Recipient agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Recipient has violated the terms of the



Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. The Recipient understands and agrees that any failure to make reasonable progress on the Project or any violation of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Recipient before the termination date to the extent those obligations cannot be canceled. If however, the Federal Government determines that the Recipient has willfully misused Federal assistance by failing to make adequate progress, by failing to make reasonable and appropriate use of Project property, or by failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, the Federal Government reserves the right to require the Recipient to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project. (*Master Agreement § 11*)

#### **Debarment and Suspension.**

The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Recipient agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties listing System" at <http://epls.gov/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project (*Master Agreement §3.h.*)

#### **Disputes. Breaches. Defaults. or Other Litigation.**

The Recipient agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. Notification to FTA. The Recipient agrees to notify Federal Transit Administration in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Recipient seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform Federal Transit Administration in writing before doing so. At a minimum, each notice to FTA under Section 54 of this Master Agreement shall be provided to the FTA Regional Counsel within whose Region the Recipient operates its public transportation system or implements the Project.
- b. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds derived from any third-party recovery, based on the percentage of the Federal share awarded for the Project, except that the Recipient may return liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.
- c. Enforcement. The Recipient agrees to pursue its legal rights and remedies available under any third-party contract or available under law or regulations.

- d. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Recipient.
- e. Alternative Dispute Resolution. FT A encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate. (*Master Agreement §54*)

**Lobbying Restrictions.**

The Recipient agrees that:

- (1) In compliance with 31 U.S.C. § 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress -or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement;
- (2) In addition, it will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and
- (3) It will comply, and will assure the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, as amended. (*Master Agreement §3.d.*)

**Air Quality.**

Except to the extent the Federal Government determines otherwise in writing, the Recipient agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q.

Specifically:

- (1) The Recipient agrees to comply with the applicable requirements of subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c); to comply with U.S. EPA regulations, "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, Subpart A; and to comply with any other applicable Federal conformity regulations that may be promulgated at a later date. To support the requisite air quality conformity finding for the Project, the Recipient agrees to implement each air quality mitigation or control measure incorporated in the applicable documents accompanying approval of the Project. The Recipient further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.
- (2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, to the extent they apply to the Project, the Recipient agrees to comply with U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; U.S. EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and



U.S. EPA regulations "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600, and any revisions thereto.

- (3) The Recipient agrees to comply with the notice of violating facility provisions of section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note. (*Master Agreement §25.b.*)

#### **Clean Water.**

Except to the extent the Federal Government determines otherwise in writing, the Recipient agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

Specifically:

- (1) The Recipient agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.
- (2) The Recipient agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note. (*Master Agreement §25.c.*)

#### **Clean Air and Clean Water.**

The Recipient agrees to include in each subagreement, lease, third party contract, or other arrangement exceeding \$100,000, adequate provisions to ensure that each Project participant will agree to:

- (1) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities,"
- (2) Refrain from using any violating facilities,
- (3) Report violations to PTA and the Regional U.S. EPA Office, and
- (4) Comply with the inspection and other applicable requirements of:
  - (a) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and
  - (b) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. (*Master Agreement §15.1.*)

#### **Fly America.**

The Recipient understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended,

49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143. (*Master Agreement §14.c.*)

#### **Seismic Safety.**

The Recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, in accordance with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and comply with implementing U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.1-17). (*Master Agreement §23.e.*)

#### **Patent Rights.**

- a. **General.** If any invention, improvement, or discovery of the Recipient or of any subrecipient, lessee, third party contractor, or other participant at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify PTA immediately and provide a detailed report in a format satisfactory to PTA.
- b. **Federal Rights.** The Recipient agrees that its rights and responsibilities, and those of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Recipient agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that subagreement, third party contract, third party subcontract, or arrangement, as specified in 35 U.S.C. §§ 200 *et seq.*, and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401, irrespective of the status of the Recipient, subrecipient, lessee, third party contractor or other participant in the Project (*i.e.*, a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual).
- c. **License Fees and Royalties.** FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Recipient has no obligation to the Federal Government with respect to that program Income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project. (*Master Agreement §17*)

#### **Right in Data and Copyrights.**

- a. **Definition.** The term "subject data," as used in this Section 18 of this Master Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement for

the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data," as used in this Section 18, does not include financial reports, cost analyses, or other similar information used for Project administration.

- b. General. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Cooperative Agreement for the Project:
- (1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.
  - (2) The restrictions on publication of Subsection 18.b(1) of this Master Agreement, however, do not apply to a Grant Agreement or Cooperative Agreement with an institution of higher learning.
- c. Federal Rights in Data and Copyrights. The Recipient agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this Subsection 18.c of this Master Agreement. As used herein, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government's license to:
- (1) Any subject data developed under the Grant Agreement or Cooperative Agreement for the Project, or under a subagreement, lease, third party contract or other arrangement at any tier of the Project, supported with Federal assistance derived from the Grant Agreement or Cooperative Agreement for the Project, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright to which a Recipient, subrecipient, lessee, third party contractor, or other participant at any tier of the Project purchases ownership using Federal assistance.
- d. Special Federal Rights in Data for Research. Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, when the Project is completed, the Recipient agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Recipient agrees to provide other reports pertaining to the Project that FTA may request. The Recipient agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA. In addition, except to the extent that FTA determines otherwise in writing, the Recipient of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection 18.c of this Master Agreement, FTA may make

available to any FTA recipient, subrecipient, third party contractor, third party subcontractor or other participant at any tier of the Project, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 18.8 of this Master Agreement and shall be delivered as the Federal Government may direct. This Subsection 18.d, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use when the costs thereof are financed with Federal assistance through an FTA capital program.

- e. License Fees and Royalties. FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Recipient has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project.
- f. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing upon request by the Federal Government, the Recipient agrees to indemnify, save, and hold harmless the Federal Government and its officers, Agents, and employees acting within the scope of their official duties against any liability, including costs and expenses resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights or right of privacy arising out of the publication, translation. Reproduction, delivery use or disposition of any data furnished under the Project. The Recipient shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.
- g. Restrictions on Access to Patent Rights. Nothing in Section 18 of this Master Agreement pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- h. Data Developed Without Federal Funding or Support. In connection with the Project, the Recipient may find it necessary to provide data to FTA developed without any Federal funding or support by the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of this Master Agreement do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with the Project. Nevertheless, the Recipient understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."
- i. Requirements to Release Data. To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," at 49 C.F.R. § 19.36(d), or other applicable Federal laws or Federal regulations, the Recipient understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the Freedom of Information Act (or another Federal law or Federal regulation providing access to such records). (*Master Agreement* §18)



**Energy Conservation.**

The Recipient agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Recipient agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FT' A assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C. (*Master Agreement* §26)

**Special Notification Requirements for States.**

To the extent required by Federal law, the State agrees that in administering any Federal Assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project shall indicate that FTA is the Federal agency that is providing the Federal assistance, the Catalog of Federal Domestic Assistance Number of the program from which the Federal assistance is authorized, as may be applicable, and the amount of Federal assistance FT' A provided. (*Master Agreement* §38)



**Attachment B**  
**Baldwin County Commission Scope of Work**  
**Baldwin Regional Area Transit System's Advertising Program**

The overall goal of this Scope of Work is to establish a contract to be used by the Baldwin County Regional Area Transit System (BRATS) for an advertising program for the BRATS fleet.

**OUTLINE OF SCOPE OF SERVICES**

**OPERATION OF AN INTERIOR AND EXTERIOR BUS ADVERTISING PROGRAM**

**OVERVIEW** - Proposals are hereby requested by the Baldwin County Commission, for the services of an **Advertising Broker for Interior/Exterior Bus Advertising Program** to handle all advertising on 40 vehicles/buses or more in the BRATS' fleet. The advertising broker will serve the following functions:

- set and control the price of advertising space on the buses;
- control the use of specified advertising space on the buses;
- solicit and negotiate contracts for bus advertising;
- refuse objectionable, inappropriate and illegal advertising content;
- arrange the placement, removal and repair of signs;
- handle all aspects of advertising contracts including invoicing, collection, and legal issues;
- maintain and provide quarterly an accurate listing of advertisement placement and expiration

**1. Installation Procedures**

Any application process approved by BRATS will be permitted on all specified vehicles. Application materials shall not damage vehicle during installation/removal. Contractor shall be responsible for expenses related to damage to vehicles due to installation/removal of advertising products. Advertising shall not interfere with or obstruct the emergency operation of the windows and doors.

**2. Advertising Space**

The maximum usable advertising space is limited to specific interior areas and the back and sides of the bus. It will be the contractor's responsibility to develop uniform sizes of advertisement signage for each unique vehicle so that advertisements will have style consistency when applied to various vehicle types.

### **3. Interior Advertising Space**

BRATS will make selected interior space available for advertising purposes where applicable. (Some vehicles do not have interior advertising space). The interior space available for advertising is a 20 inch wide by 30 inch wide plexi-glass area behind the driver seat. The advertising on this area must not block the driver view and will require material which is see-through from the driver's side. BRATS or the contractor at a fair market value may produce advertisement materials promoting transit services. The contractor at no cost to BRATS will install these advertisements. All interior advertising is confined to BRATS approved spaces. The contractor's duty to replace/remove interior advertisement shall exist regardless of whether the advertisement materials were negligently or intentionally damaged or subject to malicious mischief or acts of vandalism. Contractor's obligation to replace/remove advertisement is absolute and is not dependent upon any notification by BRATS; however, Contractor agrees to replace/remove any damaged advertisement materials immediately upon receipt of written notice from BRATS within seventy-two (72) hours after notice. Contractor will remove dated advertisements from buses within two (2) weeks/fourteen (14) days after they expire. Listed below are the fleet specifics for bus type available for advertising

#### Type of Bus

1. Modified Van
2. Cutaway Bus

### **4. Use of Unsold Advertising Space**

Any unsold advertising space shall be made available to BRATS and will be posted by the Contractor with BRATS and BRATS partnership supplied artwork. BRATS will provide Contractor with BRATS artwork to be produced and placed on vehicles. BRATS will pay the production cost for advertising materials. Installation will be done by Contractor at no cost to BRATS. Unless Contractor is notified in writing all such posting of unsold advertising displays shall be subject to preemption for paying advertiser.

### **5. Reserved Advertising Space**

BRATS shall retain free advertising space on and in its vehicles in the following quantities: up to six (6) interior cards per bus, all brochure racks on board the buses, and up to ten (10%) of exterior space each year of the contract. BRATS will pay only the cost of producing advertising materials. BRATS will give ten (10) business days notice of needed free advertising space to contractor in an effort to coordinate all advertising space be utilized lucratively each year in the best interest of BRATS.

Contractor shall honor previous commitments to businesses for advertising until December 31, 2018. The contractor must notify said businesses 30 days prior to the December 31, 2018 expiration date and handle all further negotiations and aspects of said advertising including pricing, collection, placement, removal and repair of signage.

### **6. BRATS Review of Advertising**

BRATS shall review all advertising designs to be placed on or inside BRATS buses. BRATS will provide advance approval of each advertisement that complies with established design rules. It shall be the Contractor's responsibility to transport, or have the designs delivered to and from BRATS office. Electronic transmission via e-mail is allowed. Contractor will allow BRATS a five (5) business day evaluation period for each design approval process.

## **7. Removal of Advertising**

Advertisements which do not comply with the rules set in Section 8 "Advertising Content," and the rules and conditions set out elsewhere in the contract documents are not allowed on BRATS vehicles.

Advertisements which are placed on vehicles and are later determined by BRATS not to comply with rules established, shall be immediately removed by the Contractor, at the Contractor's expense upon receiving written/verbal notice from BRATS to do so.

The Contractor understands that a partnership exists between BRATS and the Contractor to make public transportation attractive and more respected within the community. Contractor agrees to maintain high advertising industry standards relative to advertising copy and graphic design.

## **8. Advertising Content**

It is the policy of the BRATS Transit to allow commercial and non-commercial advertising on the exterior and interior of BRATS buses. "Commercial advertising" means advertising promoting a legal business, product, or service where the primary purpose of the advertising is to generate profit from the operation of the business or the sale of the product or the performance of service.

The following advertising is prohibited on all BRATS vehicles:

- a. False, misleading, or deceptive advertising
- b. Promotes unlawful or illegal goods, services, or activities (Illegal drugs, murder, violence, or vandalism)
- c. Implies or declares an endorsement by BRATS of any goods, services or activities
- d. Contains any lewd or obscene matter (No nudity, profanity or crudeness)
- e. Contains any image or description, which, if furnished, exhibited, or sent to a minor would give rise to a violation of BRATS policy or be the basis of an injunction against BRATS
- f. Is libelous
- g. Promotes the sale of tobacco or tobacco-related products
- h. Promotes the sale of liquor, wine; beer, or distilled spirits (alcohol)
- i. Implication of BRATS in support or opposition of a candidate for public office (whether elected or appointed), a political, moral, or social issue or

- any ballot measure, or any other matter which is the subject of an election (No political candidates or issues.)
- j. Implicates BRATS in the support or opposition of a religious denomination, creed, doctrine, or belief (No issue of abortion, pro or con)
  - k. Displays any word, phrases, character or symbol likely to interfere with, mislead or distract traffic, or conflict with any traffic control device. Incorporates any rotating, or flashing devices or any other moving parts.

BRATS reserves the right to change the rules related to the type and location of advertising, which is prohibited or allowed on BRATS vehicles and property, by giving written notice to Contractor of such change. The change shall be applicable to all advertising for which a binding commitment for display has not been entered into at the time Contractor receives notice of change.

## **9. Schedule of Rates**

The rates for various advertising mediums are the prerogative of the Contractor and shall be published. A copy of these rates shall be kept on file at BRATS throughout the term of the agreement. The Contractor shall submit its rate schedule with its proposal. The Contractor shall provide written notice of any advertising rate change prior to the effective date of the rate change. The charges for material and labor shall not change during the duration of this contract unless substantial cause can be shown to BRATS and approval granted of such change. Additionally, the Contractor shall provide BRATS with written details for any variation from posted rates, as well as justification for variation.

## **10. Repair of Damage to BRATS Vehicles**

The contractor shall be responsible for repair of all damages caused to BRATS property or vehicles as a result of any performance associated with this contract. These repairs will be the sole responsibility of the Contractor. All repairs being made will be inspected and must be approved as satisfactory by the BRATS Director of Transportation or his/her designee.

## **11. Posting, Maintenance, Removal, and Disposal of Displays**

Except as provided for removal for damaged interior advertisement; the Contractor shall remove dated advertisements within (2) two weeks/ (14) fourteen days after their expiration. Advertising material, which has exceeded the period for which they are paid to be posted, shall be removed and replaced with paid advertisement. Contractor is responsible for the removal and proper disposal of used material from BRATS premises.

Posted advertisements shall be maintained in satisfactory, presentable condition. Faded, torn or in a state of disrepair shall be repaired or replaced by the Contractor at Contractor's expense. Contractor shall install and maintain



BRATS information, promotion and BRATS partnership advertising at no additional cost to BRATS. BRATS will work with the Contractor giving at least a (7) seven business day advance notice for installation. BRATS name, phone number and public transportation wording should remain visible and not covered by advertising.

Contractor shall be allowed reasonable access to the vehicles for the purpose of providing its services. The Contractor's employees shall obey all safety signs and posted rules on the BRATS premises. Contractor or Contractor's staff shall notify Director of Transportation or his/her designee when on-site prior to visit or as soon as they arrive if visit is of an urgent nature. Contractor vehicles shall be clearly marked and all personnel must have proper identifiable clothing and/or ID badges or other identification that will identify them as Contractor or sub-contractor.

Contractor's employees shall not operate BRATS vehicles at any time. Should a BRATS vehicle need to be moved during the installation/maintenance activity, a BRATS employee shall be informed and he/she will facilitate the move.

## **12. Installation procedures**

Installation of approved advertisements will be scheduled seven (7) business days in advance. Coordination with the Director of Transportation or his/her designee is required. A minimum three (3) hour time limit will be given for each removal/installation process per vehicle. In special circumstances with written pre-approval by the Director of Transportation or his/her designee additional time allowances will be given for installation/removal of advertisement materials.

## **13. Shop and Storage Space**

No storage space at BRATS properties shall be available to the Contractor under the terms of the agreement. Production that is specific to BRATS transit advertisement materials may be shipped directly to BRATS for storage and installation at a later time.

## **14. Financial Compensation**

Vendor agrees to pay BRATS 50%/50% split of profit after material cost and allowable Overhead costs not to exceed \$41,000 annually or 7% of Gross Revenue Annually. The payment will be paid quarterly (90 days) to Baldwin Regional Area Transit System.

## **15. BRATS Responsibility and Project Manager**

The Contractor shall pay BRATS on a quarterly (90 day) basis. The contractor shall invoice advertiser on a monthly (30 day) basis and revenues shall be

collected within said 30-day period. Payments made to BRATS shall be based on invoice paid during the said quarter (90 day period). Statements will be provided by Contractor to outline any and all outstanding balances due.

"No deduction shall be permitted for 'rep commissions' or 'finder fees.' The Contractor may not charge a commission to an advertiser; in no case shall the Contractor pay a commission to or retain a person or a firm in which the Contractor is in any way financially interested. All net billing shall be made due to any other dept.

The Contractor shall inform BRATS of the dollar value received from advertiser if the Contractor accepts any non-cash goods, services, or things of value in lieu of all or some of its net billings and include such things as part of the gross billing in the calculated amount due BRATS.

The Contractor shall keep and provide a quarterly and accurate accounting of its sales, revenue, and collections including a statement of size, installation date, vehicle number installed, ending date of advertisement and type of display contracted for each advertiser. Any payment not made when due is subject to a late charge of one and one-half percent (1.5%) per month.

The Contractor shall keep and make those records available for inspection to BRATS or audit by BRATS or its authorized agent, in order to verify monthly and annual statements at any reasonable time throughout the period of this agreement and three years after termination of this agreement. Audits shall be conducted in accordance with generally accepted auditing standards and/or audit procedures and guidelines of BRATS. Contractor shall fully cooperate with BRATS or its auditor(s) during audits and inspections and provide all requested documentation in a timely manner. If the audit reveal discrepancies in amounts due to BRATS, the Contractor shall be responsible for the additional amounts due within 30 days of audit findings.

BRATS will be responsible for providing direction to the Contractor. Formal and informal communication following the contract award shall be directed to BRATS Assistant Director of Transportation, or other person(s) that may be designated by BRATS Director of Transportation.

## **16. Time and Performance**

A thirty-six (36) month contract will be established to begin on the date that the contract is executed. Any successive contract(s) must have the written approval of both the County and the Contractor no later than thirty (30) days prior to the expiration of the original contract.

## **RESPONSIBILITIES, TASKS TO BE PERFORMED AND GENERAL PROVISIONS**



**I. Services to be Provided.**

1. Scope of services shall incorporate suggestions/consideration BRATS raised in the BALDWIN COUNTY COMMISSION RFP supplied via email on August 11, 2011. Contractor's proposal has addressed these points formally from the BRATS RFP. Any considerations not covered in this proposal will be addressed, negotiated and incorporated into an amended document to be approved by Contractor and BRATS.
2. Contractor warrants that all services described in this agreement will be performed in a competent, professional and satisfactory manner in accordance with typical and prevalent industry standards.
3. All goods, equipment, supplies and labor regarding the advertising initiative for Transportation Advertising will be provided by Contractor.
4. All advertising placed for display on the Transportation Advertising system falling under the jurisdiction of this agreement will be authorized by Contractor and BRATS.
5. Contractor shall begin the advertising immediately upon the same date as its full execution and same shall terminate upon both the expiration of thirty-six (36) months or either by giving thirty (30) days written notice of such to the other party. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
6. Contractor shall provide and furnish and be solely responsible for all aspects of the day to day management and operation of the Transportation Advertising initiative including but not limited to the following:
  - Recruitment of all commercial advertisers from local, regional and national markets.
  - Sale of all advertising space on the Transportation Advertising initiative.
  - Solicitation for all materials needed or to be used in the development of advertising for these advertisers.
  - Design, layout and production of all advertising for these advertisers.
  - Securing approval from advertisers as well as BRATS for the advertising to be displayed on the Transportation Advertising system.
  - Production of self-adhesive vinyl banners to be used on the sides, back and interiors of the Transportation Advertising system.
  - Installation, maintenance and removal of vinyl banners.
  - Invoicing of advertisers for advertising / collection of all revenue.
  - Payment of any expense incurred for/by the Transportation Advertising initiative.
  - Consistent reporting of revenue/expenses to BRATS for record keeping purposes in regard to the Transportation Advertising initiative.

- Compensation to BRATS for profit generated after costs by the Transportation Advertising initiative.
  - Providing any and all other activities necessary to ensure a reliable, efficient, effective and profitable Transportation Advertising initiative.
  - Contractor will keep current and compliant with any and all County policies as well as State and Federal regulations regarding display advertising.
  - Contractor will apply for and keep current and compliant its vendor status with Baldwin County.
  - Contractor will comply with current County policy regarding "Character & Image" as it applies to the Transportation Advertising initiative.
  - Contractor will work with BRATS to honor any and all existing advertising agreements with current Transportation Advertisers.
  - Contractor will work with BRATS to honor any and all existing "PSA" advertising agreements with current Transportation Advertisers.
  - Contractor will work to ensure County "PSA's" are incorporated additionally as a component of the Transportation Advertising initiative.
  - Contractor will work through BRATS to ensure compliance throughout the advertising approval process.
7. Contractor will at all times act as an independent Contractor and not as an employee of BRATS. Any employee of Contractor assigned to perform any services pertaining to the Transportation Advertising initiative is solely an employee of Contractor.
  8. Contractor acting as an independent Contractor shall not be provided with any benefits including but not limited to: health insurance, liability insurance or indemnification, vacation or sick leave or pension benefits.

## **II. Advertising Content Provided by Contractor.**

1. Advertisers must pass existing BRATS policy regarding topics such as: political, religion, drug and alcohol, nightclubs and bars, entertainment and general philosophies. NO advertiser will be permitted to infringe on existing BRATS policy. BRATS will have final approval on all advertisers / advertising to be incorporated and displayed in the Transportation Advertising initiative.
2. Contractor will ensure that no advertisers will be permitted to infringe on current advertising agreements currently in place with Baldwin County and/or BRATS.
3. Contractor will consult with BRATS before entering into any formal agreement with any advertiser that is deemed "questionable" regarding the policies of "Character & Image".



4. Contractor will make it known that BRATS in no way endorses or promotes any product or service displayed in the Transportation Advertising initiative.
5. Contractor will label all advertisements, where applicable, with the following tagline:  
*"Proceeds from the placement of this advertisement benefit the Baldwin County Commission, Baldwin County Regional Area Transit System and the citizens of Baldwin County."*
6. Contractor will not permit any contracted advertiser to violate any policy set forth by the Baldwin County Commission and/or BRATS.
7. Contract will assume all obligations and responsibility for content in the Transportation Advertising initiative.

## EXAMPLES OF MATERIALS COST / BASIC DIMENSIONS

### Material Costs (Cost of Goods Sold – Advertiser Reimbursed)

Advertisers 1-time fee will cover material's cost. Is potential retail pricing for materials.

Exterior Vinyl	\$7.50 Square Foot	(\$23 Square Foot)
Interior/Exterior PVC	\$13.25 Square Foot	(\$43 Square Foot)
Max Metal	\$10.75 Square Foot	(\$35 Square Foot)
Banner	\$4.25 Square Foot	(\$12 Square Foot)
Coroplast	\$4.25 Square Foot – 1 side / \$6.75 Square Foot 2 sides (\$12 Square Foot / \$21 Square Foot)	

### Estimated Monthly Expenses (Fixed Costs)

Allowable Overhead Costs ( Not to exceed \$41,000 or 7% of Gross Revenue Annually)

Travel / Lodging	\$1,500
Phone / Internet	\$200
Professional Services	\$1,000
Marketing Services	\$250
Insurance	\$150
Taxes	\$250
Licenses / Dues	\$50

Total of Allowable Overhead cost \$ 3,400.00



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1508, **Version:** 1

**Item #:** FE1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Ronald J. Cink, Budget Director

**Submitted by:** Christie Davis, Senior Budget Accountant

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### **ITEM TITLE**

Fiscal Year 2021 Baldwin County Budget

### **STAFF RECOMMENDATION**

For discussion only.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The final Budget Deliberation meeting on August 21, 2020, required changes to the Fiscal Year 2021 Budget and requiring a discussion to review those changes before finalizing the budget at the September 15, 2020, regular meeting.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation? N/A**

**If the proof of publication affidavit is not attached, list the reason: N/A**

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up: N/A**

**Individual(s) responsible for follow up: N/A**

**Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A**

**Additional instructions/notes: N/A**

STATE OF ALABAMA                     )  
COUNTY OF BALDWIN                )

**RESOLUTION #2020-127  
OF THE  
BALDWIN COUNTY COMMISSION**

**COMES NOW**, the Baldwin County Commission required by Section 11-8-3 of the Code of Alabama 1975 to adopt a balanced budget for Fiscal Year 2021; now therefore

**BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED**, that we hereby adopt the Baldwin County Fiscal Year 2021 Budget; and that the following estimates of revenues and expenses, as related thereto, are hereby adopted; and those revenues and expenses are appropriated as follows:

**GENERAL FUND:**

Projected Fund Balance – Reserved	\$4,162,434.00
Projected Fund Balance – Unreserved	\$29,485,819.00
Total Revenue & Transfers In	<u>\$79,864,471.00</u>
Total Fund Balance, Revenue and Transfers In	<u><u>\$113,512,724.00</u></u>
Expenditures & Transfers Out	
County Commission	\$342,255.00
Telephone System	(\$316,047.00)
Copy & Mail	\$13,768.00
Enterprise Technology Projects	\$71,000.00
Statutory Appropriations	\$205,700.00
Commission Contingency	\$50,000.00
Administrator & Central Administration	\$1,050,344.00
Call Center & PIO	\$637,584.00
Court Systems: Federal & State	\$4,600.00
Circuit Court	\$86,804.00
District Court	\$13,000.00
District Attorney	\$285,133.00
Probate Judge	\$4,509,369.00
GF Building Costs	\$3,104,725.00
Revenue Commissioner	\$1,891,435.00
Finance & Accounting Department	\$1,181,452.00
Budget & Purchasing Department	\$725,119.00
Sales Tax Department	\$1,182,056.00
Elections	\$523,425.00
Board of Registrars	\$409,850.00
Veteran's Affairs	\$4,700.00
Personnel	\$750,844.00
CIS Department	\$4,501,687.00
County Attorney	\$400,000.00
Megasite	\$418,909.00
BC Coliseum	\$28,350.00
DHR Robertsdale	\$100.00
BM Courthouse Building	\$77,600.00
Central Annex II	\$40,850.00
Special Appropriations	\$1,636,427.00
Central Annex	\$190,925.00
Foley Courthouse	\$215,298.00
Fairhope Courthouse	\$190,944.00
Building Maintenance Department	\$1,533,222.00
Custodial Department	\$420,377.00
Coastal Area Program	\$86,789.00
Sheriff	\$20,535,455.00
Jail	\$13,082,488.00
EMA	\$888,263.00
Emergency Shelter	\$1,900.00
Coroner	\$448,223.00

JPO	\$23,000.00
Building Inspection Department	\$966,025.00
Planning Department	\$1,160,293.00
Cigarette Tax Distribution	\$876,800.00
Indigent Burial	\$11,000.00
Library Services	\$100,600.00
Board of Education	\$75,360.00
Extension Service - Support	\$852.00
Health Department	\$5,700.00
Transfers Out	\$15,219,918.00
Total Expenditures & Transfers Out	\$79,864,471.00
Projected Fund Balance – Reserved	\$4,162,434.00
Projected Fund Balance – Unreserved	\$29,485,819.00
Total Fund Balance, Expenses and Transfers Out	\$113,512,724.00
<b><u>HEALTH TAX FUND:</u></b>	
Total Revenue & Transfers In	\$2,451,000.00
Expenditures & Transfers Out	
BC Health Department	\$1,022,287.00
Transfers Out	\$1,428,713.00
Total Expenditures & Transfers Out	\$2,451,000.00
<b><u>COUNTY TRANSPORTATION FUND:</u></b>	
Total Revenue & Transfers In	\$66,126.00
Total Expenditures & Transfers Out	\$66,126.00
<b><u>LEGISLATIVE DELEGATION FUND:</u></b>	
Total Revenue & Transfers In	\$358,254.00
Expenditures & Transfers Out	
104 Legislative Delegation Office Fund	\$22,705.00
Legislative Delegation – Bay Minette	\$325,307.00
Legislative Delegation – Fairhope	\$10,242.00
Total Expenditures & Transfers Out	\$358,254.00
<b><u>JUVENILE DETENTION FACILITY FUND:</u></b>	
Total Revenue & Transfers In	\$1,678,042.00
Total Expenditures & Transfers Out	\$1,678,042.00
<b><u>BALDWIN COUNTY ARCHIVES FUND:</u></b>	
Total Revenue & Transfers In	\$492,093.00
Expenditures & Transfers Out	
BC Archives Facility	\$449,335.00
McLeod House	\$200.00
Transfers Out	\$42,558.00
Total Expenditures & Transfers Out	\$492,093.00
<b><u>ANIMAL SHELTER FUND:</u></b>	
Total Revenue & Transfers In	\$2,486,713.00
Total Expenditures & Transfers Out	\$2,486,713.00
<b><u>SEVEN (7) CENT GASOLINE FUND:</u></b>	
Projected Fund Balance – Reserved	\$17,607,319.00
Projected Fund Balance – Unreserved	\$3,129,808.00

Total Revenue & Transfers In		\$32,069,473.00
Total Fund Balance, Revenue and Transfers In		\$52,806,600.00
Expenditures & Transfers Out		
	Public Works Dept.	(\$2,582,808.00)
	Public Works Administration	\$852,777.00
	Area I Maintenance	\$4,617,276.00
	Area II Maintenance	\$4,530,468.00
	Area III Maintenance	\$4,881,935.00
	Hwy Construction Engineering	\$819,831.00
	Maintenance Engineering	\$622,313.00
	Traffic Operations	\$2,657,840.00
	Subdivision Development	\$336,204.00
	Geospatial Operations	\$322,654.00
	Hwy Building Cost	\$273,700.00
	Pre-Construction Engineering	\$1,123,723.00
	Project - Dirt Pit Acquisition	\$500,000.00
	Resurfacing Projects	\$3,800,000.00
	Safety Projects	\$1,286,000.00
	Bridge Projects	\$2,000,000.00
	New Road Projects	\$1,185,000.00
	Other Projects	\$520,000.00
	Transfers Out	\$4,322,560.00
Total Expenditures & Transfers Out		\$32,069,473.00
Projected Fund Balance – Reserved		\$17,607,319.00
Projected Fund Balance – Unreserved		\$3,129,808.00
Total Fund Balance, Expenses and Transfers Out		\$52,806,600.00
<b><u>ROAD &amp; BRIDGE FUND:</u></b>		
Total Revenue & Transfers In		\$13,430,000.00
Total Expenditures & Transfers Out		\$13,430,000.00
<b><u>PUBLIC HIGHWAY &amp; TRAFFIC FUND:</u></b>		
Total Revenue & Transfers In		\$875,700.00
Total Expenditures & Transfers Out		\$875,700.00
<b><u>REBUILD ALABAMA FUND:</u></b>		
Total Revenue & Transfers In		\$1,601,000.00
Total Expenditures & Transfers Out		\$1,601,000.00
<b><u>SEVERED MATERIAL SEVERANCE TAX:</u></b>		
Total Revenue & Transfers In		\$204,000.00
Total Expenditures & Transfers Out		\$204,000.00
<b><u>FEDERAL AID EXCHANGE FUND:</u></b>		
Total Revenue & Transfers In		\$800,000.00
Total Expenditures & Transfers Out		\$800,000.00
<b><u>RRR (4 CENT) GASOLINE TAX FUND:</u></b>		
Total Revenue & Transfers In		\$2,689,620.00
Total Expenditures & Transfers Out		\$2,689,620.00
<b><u>CAPITAL IMPROVEMENT FUND:</u></b>		
Total Revenue & Transfers In		\$720,300.00

Total Expenditures & Transfers Out		\$720,300.00
<b><u>REAPPRAISAL FUND:</u></b>		
Total Revenue & Transfers In		\$5,594,824.00
Total Expenditures & Transfers Out		\$5,594,824.00
<b><u>B.C. COUNCIL ON AGING FUND:</u></b>		
Total Revenue & Transfers In		\$712,303.00
Total Expenditures & Transfers Out		\$712,303.00
<b><u>SECTION 18 (BRATS) FUND:</u></b>		
Total Revenue & Transfers In		(\$4,514,445.00)
Expenditures & Transfers Out		
	Administration	\$2,623,324.00
	Operations	\$1,817,371.00
	BRATS Building Cost	\$73,750.00
Total Expenditures & Transfers Out		\$4,514,445.00
<b><u>PARKS FUND:</u></b>		
Total Revenue & Transfers In		\$2,220,640.00
Expenditures & Transfers Out		
	Parks Department	\$1,849,142.00
	Live Oak Park	\$159,100.00
	Bicentennial Park	\$86,650.00
	Transfers Out	\$125,748.00
Total Expenditures & Transfers Out		\$2,220,640.00
<b><u>GOMESA FUND:</u></b>		
Total Revenue & Transfers In		\$2,825,000.00
Total Expenditures & Transfers Out		\$2,825,000.00
<b><u>CAPITAL PROJECTS FUND:</u></b>		
Total Revenue & Transfers In		\$4,000,000.00
Total Expenditures & Transfers Out		\$4,000,000.00
Projected Fund Balance – Reserved		\$7,072,038.00
Projected Fund Balance – Unreserved		\$19,362,590.00
Total Revenue & Transfers In		\$10,420,302.00
Total Fund Balance, Revenue, & Transfers In		\$36,854,930.00
Expenditures & Transfers Out		
	Administration	\$1,890,075.00
	Bio Solids	\$97,050.00
	Magnolia Landfill	\$4,801,681.00
	Transfer Station	\$1,151,886.00
	Inert Landfill: McBride	\$1,068,425.00
	Inert Landfill: Eastfork	\$238,089.00
	Inert Landfill: Redhill	\$7,500.00
	Equipment Maintenance	\$348,879.00
	SW Building Costs	\$173,300.00
	Garbage Collection Work Release	\$488,832.00
	Transfers Out/Other Uses	\$154,585.00
Total Expenditures & Transfers Out		\$10,420,302.00
Projected Fund Balance – Reserved		\$7,072,038.00



Projected Fund Balance – Unreserved	\$19,362,590.00
Total Fund Balance, Expenses and Transfers Out	\$36,854,930.00
<b><u>SOLID WASTE COLLECTION FUND:</u></b>	
Total Revenue & Transfers In	\$13,118,655.00
Expenditures & Transfers Out	
Garbage Collection	\$8,649,089.00
Administration	\$1,416,793.00
Recycle Center	\$3,052,773.00
Total Expenditures & Transfers Out	\$13,118,655.00
<b><u>COMMUNITY CORRECTIONS FUND:</u></b>	
Total Revenue & Transfers In	\$1,167,874.00
Total Expenditures & Transfers Out	\$1,167,874.00
<b><u>PLANNING &amp; ZONING COMMISSION FUND:</u></b>	
Total Revenue & Transfers In	\$45,200.00
Total Expenditures & Transfers Out	\$45,200.00
<b><u>JUVENILE COURT FUND:</u></b>	
Total Revenue & Transfers In	\$750,000.00
Total Expenditures & Transfers Out	\$750,000.00
<b><u>OIL &amp; GAS TRUST FUND:</u></b>	
Total Revenue & Transfers In	\$388,909.00
Total Expenditures & Transfers Out	\$350,018.00
Statutory Fund Balance	\$38,891.00
<b>Total Projected Fund Balance – Unreserved</b>	<b>\$51,978,217.00</b>
<b>Total Projected Fund Balance – Reserved</b>	<b>\$28,841,791.00</b>
<b>TOTAL FY 2020-2021 BUDGET</b>	<b>\$185,544,944.00</b>

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2021 mileage rate will reflect the IRS rate; and

**BE IT FURTHER RESOLVED**, that the Baldwin County Fiscal Year 2021 Budget document which will be issued by the Budget Director is to reflect the budgetary decisions made by the Baldwin County Commission during budget work session deliberations and shall be used as a guide in administering the appropriations made in this resolution; and

**BE IT FURTHER RESOLVED**, that the following financial management policies are hereby adopted as permanent policies of the Baldwin County Commission:

***Supplemental Appropriation Procedure***

Each Commission Action Form to approve a contract, capital purchase, or other expenditure shall include a certification by the Budget Director or his designee naming the appropriation account from which the purchase will be made and stating that the unencumbered funds are available in the account. All unbudgeted items must have a proposed source of funds, either a new revenue source or from a contingency account.

***Consideration of Unfunded Budgetary Requests from outside agencies after adoption of Annual Fiscal Year Budget***

No outside agency unfunded budget requests shall be considered for funding until the next fiscal year. Further, all these types of requests shall be screened by the Finance and Taxation Commissioner to ensure that they are closely aligned to Baldwin County's fiscal objectives.

***Budget Administration Procedures***

The Purchasing Manager, at the request of a Department Head, may let for bid any routine annual purchase or any equipment purchase or contract which is specifically provided for in the budget document. All contracts must be approved by the Baldwin County Commission before they are executed and all expenditures must comply with Purchasing Policy #3.7. The Baldwin County Commission's expense items are classified in three

broad categories: Compensation, Operating and Capital. The compensation and capital categories are supported by detailed lists of employees and approved capital items. The operating category contains many and varied line items. For budgetary control, this operating category will be treated as a total although each department has a detailed line item budget. County staff members are prohibited from expending or encumbering any funds in these broad categories which exceed budgeted funds. The Budget Director or his designee may make transfers between "operating" line items within a Department's budget at the request of a Department Head. Transfers between the compensation, operating and capital categories require Baldwin County Commission approval.

***Lease Tax Proceeds***

Lease tax proceeds shall be distributed as provided in Section 45-2-244.180 through Section 45-2-244.187 of the Code of Alabama 1975; furthermore, the portion of proceeds remaining in General Fund shall be distributed as follows: a minimum of 12.5% of gross tax to Parks Fund for use in operations with the residual to be used in General Fund at the discretion of the County Commission.

**DONE**, under the Seal of the County Commission of Baldwin County, Alabama, at the County Seat, on this the 15th day of September, 2020.

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Billie Jo Underwood, Chairman  
Baldwin County Commission

ATTEST:

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Wayne Dyess  
County Administrator

Commission Decision Items - updated 8/24/20	Requested By	Budget Amount	Removed	Code	Notes
Project Description					
GF & Subsidized					
Accounting/Finance - personnel	Cian Harrison	82,455		51700.5113	
Administration - personnel	Anu Gary	15,000		51125.5113	
Administration - Public Records Request software rollover	Anu Gary	12,000		51125.5235	
Administration - Commission Chambers flooring rollover	Anu Gary	50,000		51125.5231	
Administration - Bay Minette Admin Building - Painting	Junius Long	28,116		51125.5231	Building - paint & labor: 14,693; Canopy, Stairs, hand rails, etc. - paint & labor: 13,423
Administration - Central Annex - Painting	K Green	-	12,400	51992.5231	
Administration - Central Annex - Flooring	K Green	-	37,000	51992.5231	
Administration - PIO/Call Center - temp labor	SLB/WD	12,000		51130.5150.99	funding for two interns
Archives - Commission sponsored events - rollover plus	Felisha Anderson	11,500		51906.5150.03	Lumberjack Show, Fort Mims Reenactment, Archives Month, Haunted Trails, Open House, Pre-Easter Festival, Old Time Country Festival, Stockton Saw Mills Days (6k roll over FY20)
Archives - Documentaries	Felisha Anderson	15,000	17,000	51906.5150	
Archives - Historic App	Felisha Anderson	15,000		51906.5150	
Archives - Purchasing Historic Images	Felisha Anderson	9,500		51906.5213	
Archives - Archives Building - Painting	Junius Long	5,955		51906.5231	Canopy, railing, metal components - paint & labor
BRATS - personnel	Matt Brown	5,593		51930/51935.5113	
Board of Registrars - replacement of State provided computers	Betty Sweet	-	3,600	51920.5211.1	
Building Inspection - personnel	Eddie Harper	44,477		52710.5113	
Building Inspection - Office remodel	Eddie Harper	-	50,000	52710.5500	
Building Inspection - vehicles (2)	Eddie Harper	-	68,000	52710.5550	
Building Inspection - Coastal Program - ATV	Eddie Harper	15,000		51999.5500	
Building Maintenance - personnel	Junius Long	7,740		51995.5113	
Building Maintenance - Covered Trailer	Junius Long	3,000		51995.5213	
Building Maintenance - Vehicles (2)	Junius Long	-	70,000	51995.5550	
Building Maintenance - Transfer Hwy Excavator to Building Maintenance	Junius Long	30,000		51995.5560	
Building Maintenance - Bucket Truck	Junius Long	100,000		51995.5550	
Building Maintenance - Chiller Controls for AC for 5 buildings	Junius Long	63,000	137,000	51555.5150	Reduced the coverage from 5 buildings to 1 building (Central Annex II)
Building Maintenance - Roofing Maintenance	Junius Long	331,000		51555.5231.1	
Building Maintenance - BM Courthouse Fountain - rollover plus	Junius Long	22,000		51988.5231	10,000 rollover from FY 20 plus 12,000
CIS - personnel	Brian Peacock	53,880		51965.5113	
CIS - Vehicle	Brian Peacock	-	24,000	51965.5550	
CIS - Network Infrastructure Project	Brian Peacock	354,369		51965.5542	
CIS - Back-up and High Availability Projects	Brian Peacock	198,519		51965.5580	
CIS - Server Replacement Project	Brian Peacock	182,000		51965.5500	
CIS - Audio/Video Projects	Brian Peacock	218,116		51965.5500	
CIS - Telephone System - Migration to New Server	Brian Peacock	10,981		51101.5500	
Coroner - personnel	Brian Pierce	95,000		52400.5113	no new headcount/ 95k in temp labor for cost of employees plus salaries
Coroner - vehicles (2)	Brian Pierce	-	50,000	52400.5550	
Council on Aging - personnel	Kelly Childress	20,976		56200.5113	
Council on Aging - office renovation	Kelly Childress	-	18,000	56200.5500	
Council on Aging - temp labor		10,000		56200.5150.99	SAIL center staffing needs
Custodial - personnel	Wanda Gautney	7,209		51996.5113	
District Attorney - appropriation	Robert Wilters	126,000		54801.5701/51260.5291.001	90k from SW; 36k from GF
EMA - personnel	Zach Hood	(5,408)		52300.5113	
Juvenile Detention Center - Gate replacement	Ron Ballard	13,000		52610.5500	
Juvenile Detention Center - Detention Center Software		60,000		52610.5500	
Juvenile Detention Center - Preliminary renovation assessment		15,000		52610.5150	
Parks/Archives - Bicentennial Park - painting General Store - rollover	Felisha Anderson	10,000		57239.5231	
Parks/Archives - Bicentennial Park - painting Church - rollover	Felisha Anderson	10,000		57239.5231	

Parks/Archives - Bicentennial Park - Phase 1 - rollover	Felisha Anderson	25,000		TBD in 57239.5500 for now	
Parks - personnel	Madison Steele	60,752		57200P.5113	
Parks - temp labor	Madison Steele	25,000		572009.5150.99	Madison is asking for an increase due to no inmate workers
Parks - Closed Cab Mowers (3)	Madison Steele	112,257		57200P.5560	
Parks - Zero Turn Mowers (6)	Madison Steele	84,000		57200P.5560	
Parks - Loader Mount Sweeper	Madison Steele	12,300		57200P.5560	
Parks - Tilt Trailer	Madison Steele	11,878		57200P.5560	
Parks - Transfer Hwy A100 Ford F-550 to Parks	Madison Steele	13,500		57200P.5550	
Parks - Transfer Hwy A200 Freightliner M5106 8 yd to Parks	Madison Steele	27,500		57200P.5560	
Parks - Excavator	Madison Steele	72,242		57200P.5560	
Parks - Sidewalk Repair	Madison Steele	160,000		57200P.5150	
Parks - Live Oak Landing bank repair	Madison Steele	20,000		57238.5213	
Parks - Live Oak Landing bathroom	Madison Steele	125,000		57238.5500	
Parks - Area 300 Boat Launch	Joey Nunnally	125,000		TBD in 57200P.5150.05159 for now	
Parks - Bon Secour Park		2,000,000		Fund 200	
Personnel - personnel	Deidra Hanak	9,018		51962.5113	
Planning - Software (set up fees and renewal)	Vince Jackson	44,400		52730.5235	
Planning - Vehicle	Vince Jackson	-	34,000	52730.5550	
Planning - Master plan/comprehensive land use planning- rollover	Wayne Dyess	150,000		52730.5150.001	
Planning - intern	VJ/ WD	6,000		52730.5150.99	
Planning - Natural Resource Planner	Wayne Dyess	53,217		52730.5113	
Probate - personnel	Judge D'Olive	91,128		51300.5113	
Revenue Commission - personnel	Teddy Faust	24,868		51600.5113	
Revenue Commission - vehicle	Teddy Faust	-	28,000	51600.5550	
Sales Tax - personnel	Ron Clink	9,868		51750.5113	
Misc. Appropriations - Airbus		500,000		51990.5290	Approved FY20
Misc. Appropriations - Alabama Co-op Extension Service	Katherine Shepard	53,854	10,000	51990.5390	flat appropriation approved
Misc. Appropriations - ARC Baldwin County	Katherine Fleet	-	30,000	51990.5346	
Misc. Appropriations - BC Boys & Girls Ranch	M Smith/ J Harmon	8,400		51990.5290	
Misc. Appropriations - BC Economic Development Alliance	L Lawson	380,000		51990.5410	
Misc. Appropriations - Baldwin Co. Heritage Museum	J Taylor	3,200	35,000	51990.5299.003 & 51990.5299.0031	req of 35k operations/3200 waiver; Waiver remains/funds to be provided for operations via the Legislative Delegation
Misc. Appropriations - BC Library Cooperative, Inc.	E Webb	90,000	22,056	57100.5299	state aid match; flat appropriation approved; Q1 allocated; Q2-4 contingent upon audit
Misc. Appropriations - BC Soil & Water Conservation	L Smith	75,500		51990.5400	
Misc. Appropriations - Bay Minette Rotary Club		500		51990.5362	500 is what has been given to them historically. They have not responded to requests for activities reports in the past nor have they requested the 500 as funding
Misc. Appropriations - Chambers - Central Baldwin	G Quezada	5,000		51990.5294	
Misc. Appropriations - Chambers - Eastern Shore	C Williams	5,000		51990.5294	3k request plus 2k from Commission
Misc. Appropriations - Chambers - North Baldwin	A Davis	5,000		51990.5294	
Misc. Appropriations - Chambers - South Baldwin	D Watts	50,000		51990.5294	Q1 allocated; Q2-Q4 contingent upon audit
Misc. Appropriations - Commission Discretionary Fund		25,000		51990.5342	statutory
Misc. Appropriations - DSD Services Group		30,000		51990.5150.005	
Misc. Appropriations - DUES - Gulf Coast RC & D Board	C Ramsey	750		51990.5371	
Misc. Appropriations - Eye Heart World - Rose Center	J Ball	2,000		51990.5290	contingent upon entity coming to speak at a meeting
Misc. Appropriations - Friends of Baldwin County Animals	Travis Hughes	-	5,000	51990.5290	
Misc. Appropriations - Historical Commission	Mike Bunn	11,000		51990.5352	
Misc. Appropriations - Jennifer Claire Moore Foundation	Allison Moore	2,000		51990.5290	
Misc. Appropriations - Lillian Rec Center		-	1,200	51990.5345	Commission will take over maintenance of the park; terminate lease
Misc. Appropriations - Lobby Contract Adams & Reese		72,000		51990.5150.003	
Misc. Appropriations - Lobby Contract Christie Strategy Group		42,000		51990.5150.004	
Misc. Appropriations - Lobby Contract Van Scoyoc Assoc		114,000		51990.5150.001	
Misc. Appropriations - Mobile Bay National Estuary Program	Roberta Swann	75,000		51990.5344	

Misc. Appropriations - North Baldwin Animal Shelter	Red Wilkins	20,000	10,000	51990.5290	
Misc. Appropriations - Safe Harbor Animal Coalition	Steve Solomon	20,000	15,000	51990.5290	contingent upon additional information
Misc. Appropriations - DUES - SARPC	R Rhodes	97,332		51990.5332	
Misc. Appropriations - SAWDC	Shernita Taylor	25,000	10,000	51990.5299.012	
Misc. Appropriations - USS Alabama Battleship Commission	J Cobb	10,000		51990.5299.004	will fund from the 25k in 51990.5342
Misc. Appropriations - West Florida Regulatory Planning Commission		13,891		51990.5299.005	FL/AL TPO
Sheriff - BCSO Admin renovation rollover		300,000		52100.5500	
Sheriff - Transmission Fluid Flush	Sheriff	6,500		52100.5540	
Sheriff - Traffic cameras and Cloud fees (23)	Sheriff	100,000		52100.5540	
Sheriff - Ballistic Panels for Court Houses (4)	Sheriff	39,800		52100.5540	
Sheriff - New Administration Building Renovation ( PH&J quote)	Sheriff	2,921,170		52100.5524/Fund 200	2 million to be comprehended in Fund 200/ Capital Improvements
Sheriff - CIS equipment quote for New Administration Building	Sheriff	168,300		52100.5524	
Sheriff - Maintenance Agreement for Body Worn Camera System	Sheriff	221,000		52100.5150	
Sheriff - Ford F150 with 4 wheel drive (2)	Sheriff	73,000		52100.5550	
Sheriff - Equipment for Vehicles (18)	Sheriff	171,800		52100.5211.3	
Sheriff - Radios for Vehicles (18)	Sheriff	91,800		52100.5542	
Sheriff - Chevy Tahoes (16)	Sheriff	600,000		52100.5550	
Sheriff - Camera for Vehicles (17)	Sheriff	109,820		52100.5550.3	
Sheriff - Handheld Radios for Sworn Officers (12)	Sheriff	45,600		52100.5542	
Jail - Plumbing project rollover		1,200,000		52200.5599.002	
Jail - A/C System Replacements (4)	Sheriff	20,000		52200.5540	
Jail - Lighting Control System Upgrade Tower A	Sheriff	74,580		52200.5540	
Jail - Commercial Washer - Replace # 4	Sheriff	12,000		52200.5540	
Jail - Stationary Heated Cabinet w/2 Rack Capacity	Sheriff	12,920		52200.5540	
Jail - Reach Warmer for Kitchen	Sheriff	8,500		52200.5540	
Jail - Replacement of window tinting of all POD windows	Sheriff	15,000		52200.5231	
Jail - Removal of Water Tower (PH&J quote)	Sheriff	225,120		52200.5599.3	
Jail - Additional cost for Communication for New Facility (PH&J quote)	Sheriff	118,531		52200.5599	
Jail - Corrections Van (1)	Sheriff	27,000		52200.5550	
Jail - Equipment for Vehicles (2)	Sheriff	16,200		52200.5211.3	
Jail - Radio for Vehicle (1)	Sheriff	5,100		52200.5542	
Jail - Camera for Vehicle (1)	Sheriff	6,460		52200.5550.3	
Jail - Ford F150 Light duty with 4 cab	Sheriff	30,000		52200.5550	
Community Corrections - Chevy Tahoe (1)	Sheriff	37,500		52708.5550	
Community Corrections - Equipment for Vehicles ( 1)	Sheriff	6,400		52708.5211.3	
Community Corrections - Radios for Vehicle (1)	Sheriff	5,100		52708.5542	
Community Corrections - Camera for Vehicle (1)	Sheriff	6,460		52708.5550.3	
Sub-Total General Fund and Subsidized Funds		13,932,995			
Highway Funds					
AREA 100:					
Caterpillar 938 M Wheeled Loader	J Nunnally	214,651		53111.5560	
Caterpillar 150 Motor grader	J Nunnally	292,558		53111.5560	
Caterpillar 326 Excavator	J Nunnally	293,562		53111.5560	
Dodge 5500 Reg Cab Service Truck w/ Crane	J Nunnally	133,702		53111.5550	
Ford F-150 Crew Cab Pickup	J Nunnally	33,873		53111.5550	
Ford F-150 Crew Cab Pickup	J Nunnally	33,873		53111.5550	
Ford F-150 Crew Cab Pickup	J Nunnally	33,873		53111.5550	
Ford F-150 Crew Cab Pickup	J Nunnally	33,873		53111.5550	
Freightliner M2 106 Flatbed Fuel Truck	J Nunnally	94,600		53111.5560	
Road Widener - Single Discharge	J Nunnally	54,496		53111.5560	
Hamm GRW 180I Rubber Tire Roller	J Nunnally	118,495		53111.5560	
Caterpillar CB10 Vibratory Roller	J Nunnally	148,494		53111.5560	

(30) Two-way CB Type Radios	J Nunnally	3,183	53111.5251	
	SUBTOTAL A100	1,489,233		
AREA 200:				
Caterpillar 150 Motor grader	J Nunnally	292,558	53112.5550	
Caterpillar 326 Excavator	J Nunnally	293,562	53112.5560	
Dodge 5500 Reg Cab Service Truck w/ Crane	J Nunnally	133,702	53112.5550	
Dodge 550 Reg Cab Flatbed Truck	J Nunnally	52,688	53112.5550	
Road Widener - Single Discharge	J Nunnally	54,496	53112.5560	
Caterpillar D4 Dozer	J Nunnally	201,980	53112.5560	
Kenworth T370 Knuckle Boom Limb Truck w/ Pac Mac Loader	J Nunnally	156,560	53112.5560	
Finn T90t Hydro Seeder w/ Hose Reel	J Nunnally	64,753	53112.5560	
(30) Two-way CB Type Radios	J Nunnally	3,183	53112.5251	
Finn B70T Straw Blower	J Nunnally	33,710	53112.5560	
Freightliner M2 106 Dump Truck - 8cuyd	J Nunnally	101,350	53112.5560	
John Deere 5100M Tractor	J Nunnally	56,650	53112.5560	
	SUBTOTAL A200	1,445,192		
AREA 300:				
Caterpillar 150 Motor grader	J Nunnally	292,558	53113.5560	
Caterpillar 305 Mini Excavator	J Nunnally	68,887	53113.5560	
Caterpillar 315 Excavator	J Nunnally	211,400	53113.5560	
Stanley HSX6125 Plate Compactor (mini excavator)	J Nunnally	8,498	53113.5560	
Dodge 5500 Reg Cab Service Truck w/ Crane	J Nunnally	133,702	53113.5550	
Dodge 5500 Reg Cab Dump body Truck	J Nunnally	54,937	53113.5560	
Ford F-150 Crew Cab Pickup Truck	J Nunnally	33,873	53113.5550	
Ford F-150 Crew Cab Pickup Truck	J Nunnally	33,873	53113.5550	
Ford F-150 Crew Cab Pickup Truck	J Nunnally	33,873	53113.5550	
Freightliner M2 106 Flatbed Fuel Truck	J Nunnally	94,600	53113.5560	
Road Widener - Single Discharge	J Nunnally	54,496	53113.5560	
Mower Mx Tractor W/ 24' Boom Mower	J Nunnally	164,666	53113.5560	
Mower Max 50' Rotary Cutter Attachment	J Nunnally	10,822	53113.5560	
John Deere 5100 M Tractor	J Nunnally	56,650	53113.5560	
Miller 302 Air Pac (service truck)	J Nunnally	13,658	53113.5550	
Ford F-150 Crew Cab Pickup Truck	J Nunnally	33,873	53113.5550	
Ford F-150 Crew Cab Pickup Truck	J Nunnally	33,873	53113.5550	
(30) Two-way CB Type Radios	J Nunnally	3,183	53113.5251	
Caterpillar 938M Wheeled Loader	J Nunnally	214,651	53113.5560	
	SUBTOTAL A300	1,552,072		
OTHER:				
Highway - personnel	J Nunnally	84,674	various.5113	
Resurfacing projects	J Nunnally	3,800,000	TBD in 53000.5150 for now	
Safety projects	J Nunnally	1,286,000	TBD in 53000.5150 for now	
Bridge projects	J Nunnally	2,000,000	TBD in 53000.5150 for now	
New Road projects	J Nunnally	1,185,000	TBD in 53000.5150 for now	
Other projects	J Nunnally	520,000	TBD in 53000.5150 for now	
Dirt Pit Acquisition	J Nunnally	500,000	53000.5500	
AL Rebuild Fund projects	J Nunnally	1,600,000	TBD in 115.5150 for now	
Federal Aid Exchange Fund projects	J Nunnally	800,000	TBD in 118.5150 for now	
Maintenance Engineering - Traffic Counters and Software	J Nunnally	7,700	53130.5500	
Traffic Ops - John Deere 333G Skid Steer	J Nunnally	88,580	53135.5560	
Traffic Ops - EZ Liner AL500 Paint Truck	J Nunnally	405,820	53135.5560	
Traffic Ops - Altec AT37G Sign Truck	J Nunnally	135,352	53135.5550	
Traffic Ops - Cat AP355F Asphalt Paver	J Nunnally	191,937	53135.5560	
Traffic Ops - (12) Two-way CB Type Radios	J Nunnally	1,273	53135.5251	

Geospatial Ops - Trimble 7 Ruggedized Tablet	J Nunnally	8,240	53151.5540	
Geospatial Ops - GPS Rover	J Nunnally	26,471	53151.5540	
Construction Engineering - Ford F150 Crew Cab Pick up Truck	J Nunnally	33,873	53120.5550	
Construction Engineering - Ford F150 Crew Cab Pick up Truck	J Nunnally	33,873	53120.5550	
	<i>SUBTOTAL Other</i>	<i>12,708,794</i>		
Sub-Total Highway Funds		<b>17,195,291</b>		
Solid Waste Funds				
Fund 510 - personnel	T Graham	92,355	various.5113	
Fund 511 - personnel	T Graham	(30,040)	54800/54801.5113	
SW Administration - Funding request from Alabama Coastal Foundation		5,000	54100.5299	
SW Administration - Admin Building Addition rollover	T Graham	500,000	54100.5500	
SW Administration - Software/Reverse Phone System rollover	T Graham	175,000	54100.5500	
SW Administration - Vehicle	T Graham	35,000	54100.5500	
Magnolia Landfill - DA Vehicle	T Graham	40,000	54300.5500	
Magnolia Landfill - Scale House Replacement rollover plus	T Graham	150,000	54300.5500	
Magnolia Landfill - Gas System Expansion	T Graham	600,000	54300.5500	
Magnolia Landfill - Farm Tractor/ Brush Mower	T Graham	50,000	54300.5500	
Magnolia Landfill - Gas System Monitoring/Maintenance Equipment	T Graham	40,000	54300.5500	
Magnolia Landfill - ATV Buggy	T Graham	12,000	54300.5500	
Magnolia Landfill - Truck	T Graham	40,000	54300.5500	
Magnolia Landfill - Leachate Tie-In	T Graham	50,000	54300.5500	
Magnolia Landfill - Wash Bay Improvements	T Graham	100,000	54300.5500	
Magnolia Landfill - Scale House Generator	T Graham	30,000	54300.5500	
Transfer Station - Walking Floor Trailer	T Graham	85,000	54325.5500	
Transfer Station - 5th Wheel Tractor	T Graham	200,000	54325.5500	
Transfer Station - Scale House Generator	T Graham	30,000	54325.5500	
McBride Landfill - Truck	T Graham	40,000	54330.5500	
McBride Landfill - Scale House Generator	T Graham	30,000	54330.5500	
Equipment Maintenance - Truck Lift	T Graham	80,000	54370.5500	
Equipment Maintenance - Generator	T Graham	30,000	54370.5500	
Collection Ops - Garbage Truck	T Graham	125,000	54800.5500	
Collections Ops - 33 CY ASL Garbage Trucks (3)	T Graham	900,000	54800.5500	
Collections Ops - 15 CY ASL Garbage Truck	T Graham	175,000	54800.5500	
Collection Ops - Trucks (2)	T Graham	80,000	54800.5500	
Recycle Center - Recycle Facility	T Graham	3,000,000	54802.5500	
Sub-Total Landfill & Collections		<b>6,664,315</b>		
Other Funds				
Animal Shelter - Intake/Stray hold Building - rollover plus		1,045,000	55410.5527	
Reappraisal - personnel	Teddy Faust	154,208	51810.5113	
Reappraisal - possible office relocation	Teddy Faust	100,000	51810.5499.4	
Reappraisal - vehicles (4)	Teddy Faust	125,000	51810.5550	
Sub-Total Other Funds		<b>1,424,208</b>		
Grand Total		<b>39,216,808</b>		

FY 20 Roll over

Fund	Account	Amount	Item Description	Reason for rollover
1	51125.5231	\$ 50,000	Commission floors	floors not re-done
1	51125.5235	\$ 12,000	Public Records software	not purchased
1	51988.5231	\$ 10,000	Fountain repair	project not started
1	52100.5500	\$ 300,000	BCSO Admin Building renovation	project continuation
1	52200.5599.002	\$ 1,200,000	Jail Plumbing	project continuation
1	52730.5150.001	\$ 150,000	Master plan/comprehensive land use planning	plan not started
106	51906.5150.03	\$ 6,000	Commission sponsored events	unspent funds due to pandemic
109	55410.5500	\$ 1,000,000	Animal Shelter building	project continuation
144	57239.5231	\$ 20,000	Bicentennial Park - buildings painted	project not started
144	57239.5500	\$ 25,000	Bicentennial Park - Phase 1	project not started



Fringe represents around 20% of the salary cost - fringe not included in numbers below

Fund	Department	Description	Current Salary	Revised Salary	Difference	Totals by Dept
	1	Accounting/Finance				
		5% increase for Staff Accountant PID413	\$ 47,896	\$ 50,291	\$ 2,395	
		5% increase for Staff Accountant PID5220	\$ 41,880	\$ 43,974	\$ 2,094	
		Create Staff Accountant position (Grant Option)	\$ -	\$ 44,477	\$ 44,477	
		Create Accounts Payable Technician position	\$ -	\$ 33,489	\$ 33,489	\$ 82,455
	1	Administration				
		Create a temporary Assistant Administrative Services Manager position (4 month position)	\$ -	\$ 15,000	\$ 15,000	\$ 15,000
	143	BRATS				
		Create/Promote/Abolish - Customer Service Representative I PID540 to Customer Service Representative II (51930)	\$ 34,522	\$ 37,284	\$ 2,762	
		Create/Promote/Abolish - Bookkeeper PID395 to Billing Account Specialist II (51930)	\$ 35,385	\$ 38,216	\$ 2,831	
		Retitle Bookkeeper PID5279 to Administrative Support Specialist I (51930)	\$ 31,279	\$ 31,279	\$ -	
		Retitle PT Driver Supervisor PIDPT55 to PT Training Manager (51930)	\$ 32,000	\$ 32,000	\$ -	
		Retitle Dispatcher PID1041 to Customer Service Representative I (51935)	\$ 30,376	\$ 30,376	\$ -	\$ 5,593
	1	Building Inspection				
		Create Plans Examiner position (Grade EC-07, Grade 313 in the new pay scale)	\$ -	\$ 44,477	\$ 44,477	\$ 44,477
	1	Building Maintenance				
		Create/Promote/Abolish Building Maintenance Engineer III PID5155 to Building Maintenance Engineer IV	\$ 47,773	\$ 51,595	\$ 3,822	
		Create/Promote/Abolish Building Maintenance Engineer III PID5156 to Building Maintenance Engineer IV	\$ 48,982	\$ 52,901	\$ 3,919	\$ 7,740
	1	CIS				
		Create Telephony Technician position (Grade L, Grade 312 on the new pay scale)	\$ -	\$ 41,880	\$ 41,880	
		Create a temporary Business Manager position (3 month position)	\$ -	\$ 12,000	\$ 12,000	\$ 53,880
	140	COA				
		Create PT Office Assistant IV position	\$ -	\$ 20,976	\$ 20,976	\$ 20,976
	1	Custodial				
		Create/Promote/Abolish PT Custodian PIDPT48 to Custodian	\$ 19,031	\$ 26,240	\$ 7,209	\$ 7,209
	1	EMA				
		Retitle the Training and Shelter Coordinator PID1044 to Operations Division Manager with 5k increase	\$ 69,745	\$ 74,745	\$ 5,000	
		Reclassify Custodian PID5125 to EMA Attendant (new pay scale grade 304)	\$ 29,411	\$ 31,764	\$ 2,353	
		10k increase/Retitle the Planning and Grants Coordinator PID4048 to Planning Division Manager	\$ 46,125	\$ 56,125	\$ 10,000	
		Abolish the Administrative Support Specialist I PID5337	\$ 30,376	\$ -	\$ (30,376)	
		Abolish the PT EMA Technical Assistant PIDPT32	\$ 24,279	\$ -	\$ (24,279)	
		Create Emergency Management Specialist position (Grade I, Grade 307 in the new pay scale)	\$ -	\$ 31,894	\$ 31,894	\$ (5,408)
	111	Highway				
		Retitle 3 Laborer postions PID634, 5486 & 5487 to Operator Technician Trainee positions (53111)	\$ 78,720	\$ 82,653	\$ 3,933	
		Create 1 Operator Technician I position (53111)	\$ -	\$ 31,894	\$ 31,894	
		Create 1 Operator Technician Trainee position (53111)	\$ -	\$ 27,551	\$ 27,551	
		Abolish 3 Ghost Laborer positions PID53111G1, 53111G2, 53G11G3 (53111)	\$ 3	\$ -	\$ (3)	
		Retitle 5 Laborer positions PID927, 5488, 5489, 5490, 5491 to Operator Technician Trainee positions (53112)	\$ 131,200	\$ 137,755	\$ 6,555	
		Abolish 4 Ghost Laborer positions PID53112G1, 53112G2, 53112G3, 53112G4 (53112)	\$ 4	\$ -	\$ (4)	
		Retitle 5 Laborer positions PID910, 5492, 5493, 5494, 5495) To Operator Technician Trainee positions (53113)	\$ 140,798	\$ 146,042	\$ 5,244	
		Abolish 2 Ghost Laborer positions PID53113G1, 53113G2 (53113)	\$ 2	\$ -	\$ (2)	
		Reclassify Operations Support Specialist I PID5496 to Operations Support Specialist II (53135)	\$ 28,929	\$ 31,894	\$ 2,965	
		10% increase for Pre-Construction Manager PID2077 (53600)	\$ 65,413	\$ 71,954	\$ 6,541	\$ 84,674
	144	Parks				
		Create 2 Landscape Technician I positions	\$ -	\$ 60,752	\$ 60,752	\$ 60,752
	1	Personnel				
		\$7,500 increase for Risk Manager PID4074	\$ 69,998	\$ 77,498	\$ 7,500	

		Reclass/Retitle the Administrative Support Specialist I PID5456 to Personnel Specialist (Grade I, Grade 307 on new scale)	\$ 30,376	\$ 31,894	\$ 1,518	\$ 9,018
1	Planning	Create Natural Resource Planner positions (Grade 316 on the new pay scale)	\$ -	\$ 53,217	\$ 53,217	\$ 53,217
1	Probate	Create 4 License Revenue Officer I positions (partial year - effective Jan 1)	\$ -	\$ 91,128	\$ 91,128	\$ 91,128
120	Reappraisal	\$7,969 increase for Administrator of Mapping PID184	\$ 60,988	\$ 68,957	\$ 7,969	
		\$5,285 increase for Real Property Appraisal Supervisor PID5406	\$ 66,715	\$ 72,000	\$ 5,285	
		Create/Promote Real Property Analyst I PID1037 to Real Property Analyst II (Grade 314 on the new pay scale)	\$ 44,477	\$ 91,622	\$ 47,145	
		Create/Promote Real Property Appraiser II PID5345 to Real Property Appraiser III	\$ 52,747	\$ 96,477	\$ 43,730	
		5% increase for Real Property Support Tech Specialist II PID5521	\$ 43,695	\$ 45,880	\$ 2,185	
		5% increase for Mapper II PID5347	\$ 39,414	\$ 41,385	\$ 1,971	
		5% increase for Real Property Support Tech PID967	\$ 28,929	\$ 30,375	\$ 1,446	
		Create GIS Coordinator positions (EC07)	\$ -	\$ 44,477	\$ 44,477	\$ 154,208
1	Revenue Commission	Create/Promote/Abolish Assessment Specialist I PID165 to Assessment Specialist II	\$ 51,942	\$ 56,097	\$ 4,155	
		Create/Promote/Abolish Chief Administrative Assistant PID172 to Administrative Support Specialist IV	\$ 53,240	\$ 57,499	\$ 4,259	
		Create/Promote/Abolish Collections Bookkeeper I PID3078 to Collection Bookkeeper II (Grade J, new pay scale - Grade 310)	\$ 42,638	\$ 46,049	\$ 3,411	
		Create/Promote/Abolish 3 Collections Support Tech I postions PID5002, 790, 5323 to Collections Support Tech II	\$ 101,084	\$ 109,171	\$ 8,087	
		Reclassify Collections Specialist from Grade H to Grade I (new pay scale - goes from Grade 306 to 307)	\$ 30,376	\$ 31,894	\$ 1,518	
		Create/Promote/Abolish Collections Support Tech II PID476 to Collections Specialist	\$ 42,971	\$ 46,409	\$ 3,438	\$ 24,868
1	Sales Tax	Promote/Abolish Deputy License Inspector I PID5227 to Deputy License Inspector II PID3082	\$ 34,156	\$ 36,888	\$ 2,732	
		Create/Promote Deputy License Inspector II PID3082 to Deputy License Inspector III (Grade K, new pay scale - Grade 312)	\$ 49,200	\$ 53,136	\$ 3,936	
		5% increase for Audit Compliance Officer PID3058	\$ 63,992	\$ 67,192	\$ 3,200	\$ 9,868
510	Solid Waste - 510	Create Staff Accountant - System Administrator position (Grade EC07, Grade 313 on the new pay scale) (54100)	\$ -	\$ 44,477	\$ 44,477	
		Create Landfill Gas Technician (Grade L, Grade 312 in the new pay scale) (54300)	\$ -	\$ 41,880	\$ 41,880	
		Create/Promote/Abolish - Scale Attendant PID664 to Scale Attendant II (Grade H; Grade 307 on the new pay scale) (54325)	\$ 32,876	\$ 35,506	\$ 2,630	
		Create/Promote/Abolish - Scale Attendant PID448 to Scale Attendant II (Grade H; Grade 307 on the new scale) (54330)	\$ 42,099	\$ 45,467	\$ 3,368	\$ 92,355
511	Solid Waste - 511	Abolish 4 vacant Solid Waste Technician positions (54800)	\$ 110,204	\$ -	\$ (110,204)	
		Create Deputy SW Officer II position (Grade J, Grade 311 on the new pay scale) (54800)	\$ -	\$ 39,510	\$ 39,510	
		5% increase Deputy SW Officer - Ops Manager PID4069 (54800)	\$ 60,666	\$ 63,699	\$ 3,033	
		5% increase Deputy SW Officer - Compliance Supervisor PID4070 (54800)	\$ 59,049	\$ 62,001	\$ 2,952	
		Create Billing Account Specialist II - Guard Shack position (Grade H, Grade 307 on the new pay scale) (54801)	\$ -	\$ 31,894	\$ 31,894	
		5% increase Customer Service Manager PID5193 (54801)	\$ 55,478	\$ 58,252	\$ 2,774	\$ (30,040)
						\$ 781,970

GF & Subs	\$ 480,774
Reappraisal	\$ 154,208
Highway	\$ 84,674
SW/Collections	\$ 62,315

**Baldwin County Commission**  
**Fund Balancing**

	<u>Rev &amp; Trans-In</u>	<u>Exp &amp; Trans-out</u>	<u>Balance</u>	<u>Trans adj</u>	<u>Fund Bal Adj</u>	<u>SubZ Cash</u>	<u>Adj Balance</u>	<u>Comments</u>
<b>GF &amp; Subsidized</b>								
General Fund (1)	(79,864,471)	79,864,471	-	-	-	-	-	
County Trans Fund (103)	(66,126)	66,126	-	-	-	-	-	
Juvenile Detention Center (105)	(1,678,042)	1,678,042	-	-	-	-	-	
Archives Fund (106)	(492,093)	492,093	-	-	-	-	-	
Council on Aging Fund (140)	(712,303)	712,303	-	-	-	-	-	
Section 18 Fund- BRATS (143)	(4,514,445)	4,514,445	-	-	-	-	-	
Parks Fund (144)	(2,220,640)	2,220,640	-	-	-	-	-	
Community Corrections Fund (708)	(1,167,874)	1,167,874	-	-	-	-	-	
<b>Sub-total GF &amp; Subsidized</b>	<b>(90,715,994)</b>	<b>90,715,994</b>	-	-	-	-	-	0.000%
<b>Highway Funds</b>								
7 Cent Gasoline Tax Fund (111)	(32,069,473)	32,069,473	-	-	-	-	-	
Road & Bridge Fund (112)	(13,430,000)	13,430,000	-	-	-	-	-	
Public Hwy & Traffic Fund (113)	(875,700)	875,700	-	-	-	-	-	
Rebuild Alabama Fund (115)	(1,601,000)	1,601,000	-	-	-	-	-	
RRR Gasoline Tax Fund (117)	(2,689,620)	2,689,620	-	-	-	-	-	
Federal Aid Exchange Fund (118)	(800,000)	800,000	-	-	-	-	-	
<b>Sub-Total Highway Funds</b>	<b>(51,465,793)</b>	<b>51,465,793</b>	-	-	-	-	-	0.000%
<b>Solid Waste Funds</b>								
Solid Waste Fund (510)	(10,420,302)	10,420,302	-	-	-	-	-	
Solid Waste Collection Fund (511)	(13,118,655)	13,118,655	-	-	-	-	-	
<b>Sub-Total Solid Waste Funds</b>	<b>(23,538,957)</b>	<b>23,538,957</b>	-	-	-	-	-	0.000%
<b>Other Funds</b>								
Health Tax Fund (102)	(2,451,000)	2,451,000	-	-	-	-	-	
Legislative Delegation Fund (104)	(358,254)	358,254	-	-	-	-	-	
Animal Shelter Fund (109)	(2,486,713)	2,486,713	-	-	-	-	-	
Severed Material Severance Tax Fund (114)	(204,000)	204,000	-	-	-	-	-	
Capital Improvement Fund (116)	(720,300)	720,300	-	-	-	-	-	
Reappraisal Fund (120)	(5,594,824)	5,594,824	-	-	-	-	-	
Board of Equalization Fund (121)	-	-	-	-	-	-	-	
GOMESA Fund (165)	(2,825,000)	2,825,000	-	-	-	-	-	
RESTORE ACT Fund (166)	-	-	-	-	-	-	-	
Capital Projects Funds (200, 201)	(4,000,000)	4,000,000	-	-	-	-	-	
Planning & Zoning Comm Fund (770)	(45,200)	45,200	-	-	-	-	-	
Juvenile Court Fund (785)	(750,000)	750,000	-	-	-	-	-	
Oil & Gas Trust Fund (791)	(388,909)	350,018	(38,891)	-	-	-	(38,891)	By Statute 10% revenue must remain with fund
<b>Sub-Total Other Funds</b>	<b>(19,824,200)</b>	<b>19,785,309</b>	<b>(38,891)</b>	-	-	-	<b>(38,891)</b>	
<b>Grand Total</b>	<b>(185,544,944)</b>	<b>185,506,053</b>	<b>(38,891)</b>	-	-	-	<b>(38,891)</b>	0.021%
Must Tie to Resolution			(38,891) Final Number					



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1504, **Version:** 1

**Item #:** FN1

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Frank Lundy, P.E., Operations Manager

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

---

### **ITEM TITLE**

Tennis Club Drive Road Acceptance

### **STAFF RECOMMENDATION**

For discussion only.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** Mark Taupeka is requesting the acceptance of Tennis Club Drive for maintenance from County Road 32 to Section Street.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation? N/A**

**If the proof of publication affidavit is not attached, list the reason: N/A**

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up: N/A**

**Individual(s) responsible for follow up: N/A**

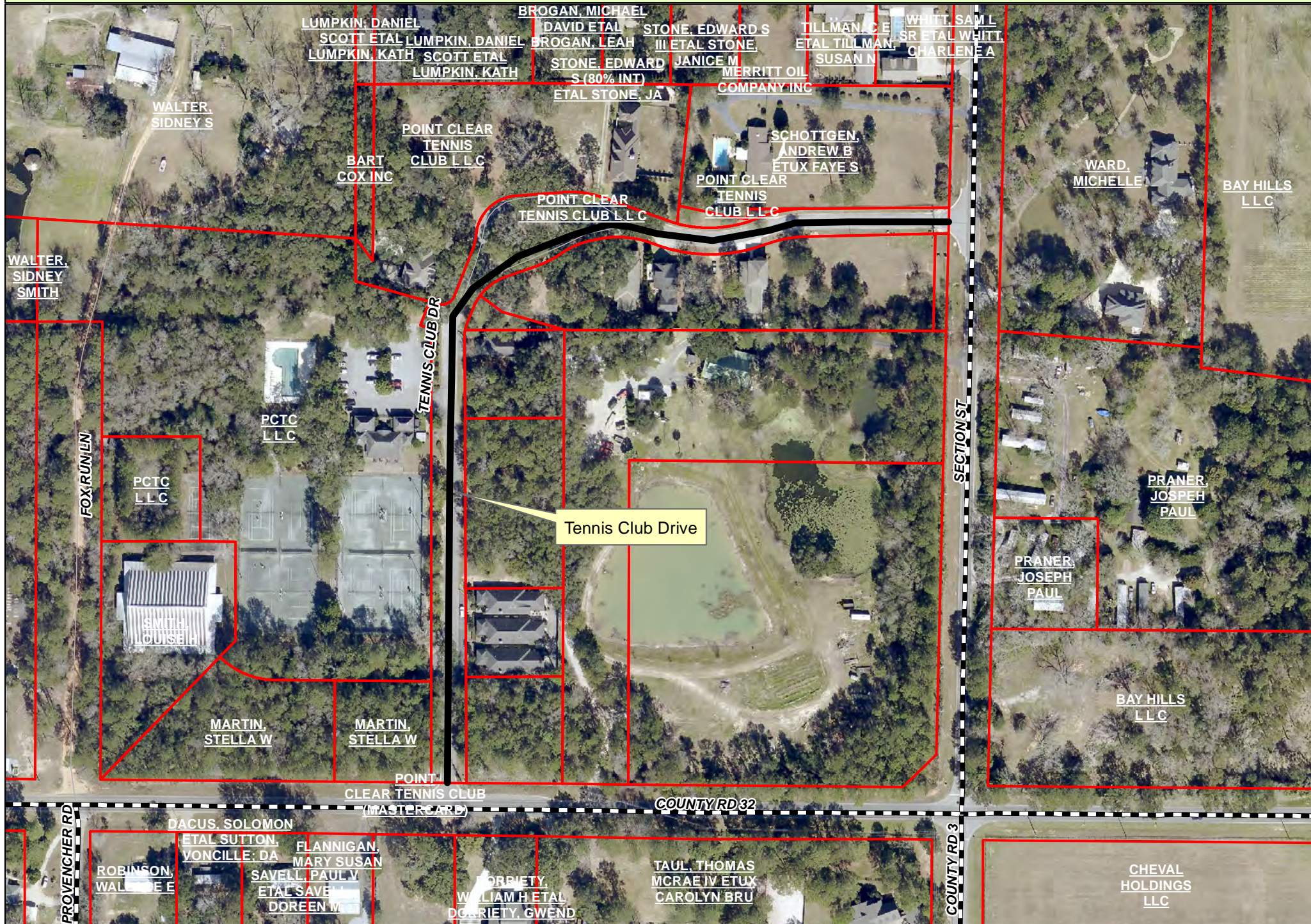
**Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A**

**Additional instructions/notes: N/A**





# Tennis Club Drive -1,727 Ft. (0.33 Miles)





THIS IS A PRELIMINARY SURVEY  
AND THE BOUNDARIES OF THE  
PROPERTY ARE NOT GUARANTEED  
BY THE SURVEYOR.  
THE SURVEYOR'S OFFICE IS NOT  
RESPONSIBLE FOR ANY  
MISTAKES OR OMISSIONS  
IN THIS SURVEY.  
THE SURVEYOR'S OFFICE IS  
NOT RESPONSIBLE FOR ANY  
MISTAKES OR OMISSIONS  
IN THIS SURVEY.

# THE POINT CLEAR TENNIS CLUB

## A CONDOMINIUM

### FAIRHOPE, AL

#### ENGINEERING DEVELOPMENT SERVICES, LLC.

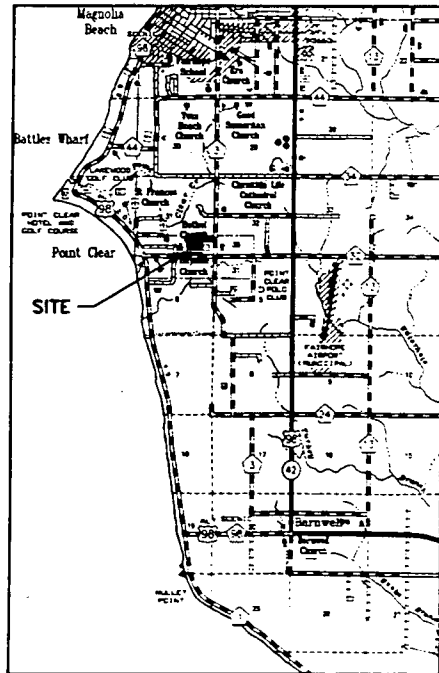
Engineering • Planning • Surveying • Construction Management

23210 U.S. Highway 98 • Suite B-1 • Fairhope, Alabama 36532  
P.O. Box 1151 • Fairhope, Alabama 36533  
(334) 990-3373 • Fax (334) 990-3134  
engds@bellsouth.net



*Joseph P. Bullock*  
Engineering Development Services, LLC.  
Joseph P. Bullock, P.E.  
Date: 2/15/02

*C. Michael Arnold*  
Engineering Development Services, LLC.  
C. Michael Arnold P.L.S.  
Date: 02-15-02  
Al. License No. 12940



VICINITY MAP  
1" = 1 MILE

#### SURVEYOR'S NOTES:

1. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARDS.
2. DESCRIPTION AS FURNISHED BY CLIENT.
3. THERE MAY BE RECORDS OR UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SAID PROPERTIES.
4. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
5. THE LINES REPRESENTING THE CENTERLINE AND RIGHT-OF-WAYS OF THE STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WERE NOT SURVEYED UNLESS RIGHT-OF-WAY DOCUMENTATION IS ALSO SHOWN.
6. SURVEY WAS CONDUCTED ON MARCH 24th, 2001, 8:00 AM, 1:30 PM, 1:50 PM, 1:50 PM, AND 2:00 PM, 2001 AND IS RECORDED IN FIELD BOOK #16, AT PAGE 30, AND IN AN ELECTRONIC DATA FILE.
7. BEARINGS AND DISTANCES SHOWN HEREON ARE COMPUTED FROM ACTUAL FIELD MEASUREMENTS.
8. UNDERGROUND UTILITIES, UNDERGROUND DRAINAGE, AND VARIOUS OTHER IMPROVEMENTS WERE NOT LOCATED OR SHOWN HEREON.

#### ENGINEER'S CERTIFICATION:

I, THE UNDERSIGNED, JOSEPH P. BULLOCK, A REGISTERED ENGINEER IN THE STATE OF ALABAMA, REGISTRATION NUMBER 19312, HEREBY CERTIFY, PURSUANT TO THE 1985 ALABAMA UNIFORM CONDOMINIUM ACT SECTION 35-9A-208, THAT THE DRAWINGS CONSISTING OF PAGES 1 THROUGH 5 (ATTACHED HEREON) AND MADE A PART OF THE DECLARATION OF CONDOMINIUM OF THE POINT CLEAR TENNIS CLUB, CONTAIN ALL INFORMATION REQUIRED BY SAID SECTION. I FURTHER CERTIFY THAT SAID PAGES FULLY AND ACCURATELY REFLECT THE LAYOUT, LOCATIONS, UNIT NUMBERS AND DIMENSIONS IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON ELEMENTS COMPRISING SUCH UNITS OF THE COMMONS, AS BUILT.

I FURTHER CERTIFY THAT THE IMPROVEMENTS LISTED HEREON, AND AS PARTIALLY SHOWN ON THE ATTACHED DRAWINGS, HAVE BEEN CONSTRUCTED AND ARE SUBSTANTIALLY COMPLETED.

*Joseph P. Bullock*  
JOSEPH P. BULLOCK, P.E. AL REG NO. 19312 DATE: 2/15/02

#### SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET / NOTES
2	BOUNDARY SURVEY
3	SITE PLAN
4	LAND USE SHEET
5	SKETCH FOR LEGAL DESCRIPTIONS
6	LEGAL DESCRIPTIONS

#### SETBACK REQUIREMENTS:

FRONT - UNITS 1-8 & 11-18 = 30'  
UNIT 10 = 20'  
REAR = 15'  
SIDE = 10' & 15' AS SHOWN ON L&D - UNITS 1-18

FRONT - 20'  
REAR - 20'  
SIDE = 5'

#### UTILITY EASEMENTS:

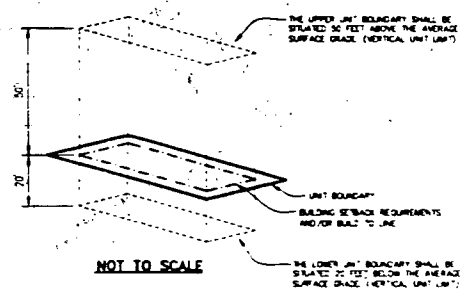
UNITS 1-8 AND 11-18 ALONG ROAD = 30'  
UNIT 10 ALONG ROAD = 20'  
ALL OTHER UNITS = 15'

#### FLOOD CERTIFICATE:

THIS PROPERTY LIES WITHIN ZONE "X" AS SHOWN ON THE MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY NUMBER 1-5000, PAGES NUMBERED 0102 & 0103, SUFFIX 1, MAY REVISION JANUARY 1, 1985.

#### HEIGHT REQUIREMENTS (UNITS 1-18, V-2A, V-2B, & V-2C):

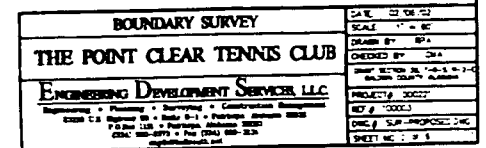
EACH CONDOMINIUM UNIT SHALL HAVE UPPER AND LOWER UNIT BOUNDARIES EXPRESSED AS HORIZONTAL PLANES, WHICH ARE ABOVE AND BELOW THE AVERAGE (UNIT) GRADE.



#### THE POINT CLEAR TENNIS CLUB

ENGINEERING DEVELOPMENT SERVICES, LLC  
Engineering • Planning • Surveying • Construction Management  
23210 U.S. Highway 98 • Suite B-1 • Fairhope, Alabama 36532  
P.O. Box 1151 • Fairhope, Alabama 36533  
(334) 990-3373 • Fax (334) 990-3134  
engds@bellsouth.net

DATE	02-06-02
DRAWN BY	RFA
CHECKED BY	DVA
GRANT SECTION	18, 1-6-S, R-2-1
BALDWIN COUNTY, ALABAMA	
PROJECT #	000001
DWG #	CONDO-TITLE.DWG
SHEET NO.	1 OF 6

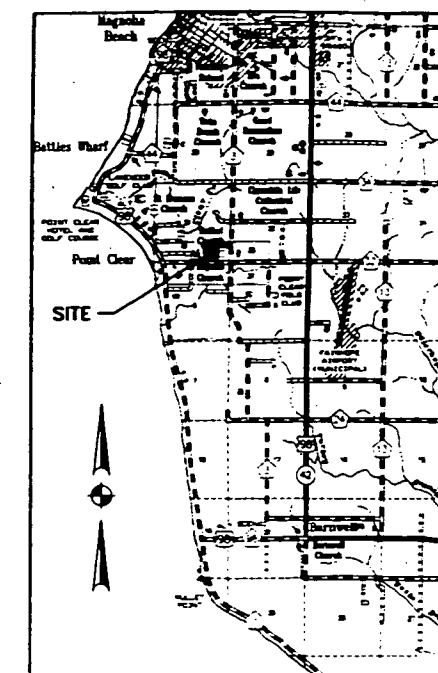


CURVE	LENGTH	RADIUS	TARGET	CHORD	CH-ORD BRG
C1	33.14	85.30	6.65	3.00	5170.45
C2	23.09	85.30	11.62	21.07	5170.26
C3	50.67	85.30	26.09	49.88	5153.33
C4	41.45	183.00	31.63	58.74	5157.34
C5	23.25	183.00	12.27	14.84	5162.33
C6	23.87	37.50	11.94	23.78	5211.25
C7	7.17	126.00	15.64	31.11	5208.73
C8	60.67	126.00	35.85	60.27	5185.11
C9	63.27	245.00	37.63	65.00	5215.04
C10	63.27	245.00	31.03	63.09	5187.33
C11	44.26	245.00	22.19	44.26	5213.02
C12	10.69	180.00	5.34	10.68	5276.07
C13	47.95	180.00	24.51	47.95	5218.78
C14	26.61	225.00	16.15	27.31	5273.50
C15	126.64	225.00	62.22	111.85	5187.03
C16	17.48	226.00	8.75	17.47	5274.08
C17	58.55	226.00	29.54	58.56	5181.02
C18	26.25	180.00	10.71	21.47	5273.71
C19	26.89	65.00	20.59	39.26	5422.18
C20	24.81	65.00	12.45	34.46	5205.43
C21	16.50	65.00	8.25	16.50	5185.23
C22	26.47	65.00	18.07	26.67	5152.14
C23	226.76	170.00	157.54	190.92	5425.23
C24	147.17	80.00	105.03	122.28	5247.46
C25	26.53	220.00	10.15	24.48	5272.26
C26	126.37	220.00	63.13	113.07	5445.74
C27	186.36	170.00	119.80	149.61	5453.47
C28	0.49	240.00	0.24	0.49	5284.99

LINE TABLE		
LINE	LENGTH	BEARING
L1	28.36	N 71°55'54"E
L2	44.15	N 70°57'15"E
L3	7.06	N 76°05'09"E
L4	7.73	N 70°14'04"E
L5	12.85	N 69°53'57"E
L6	7.73	S 70°14'04"W
L7	18.79	S 00°14'17"W
L8	14.23	N 69°50'21"W

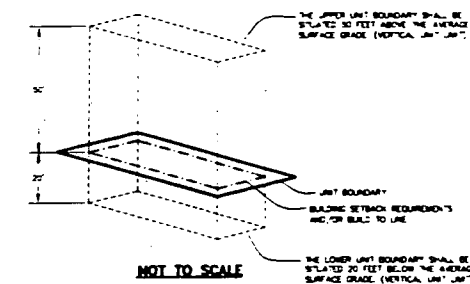


Ap+ Bk 22



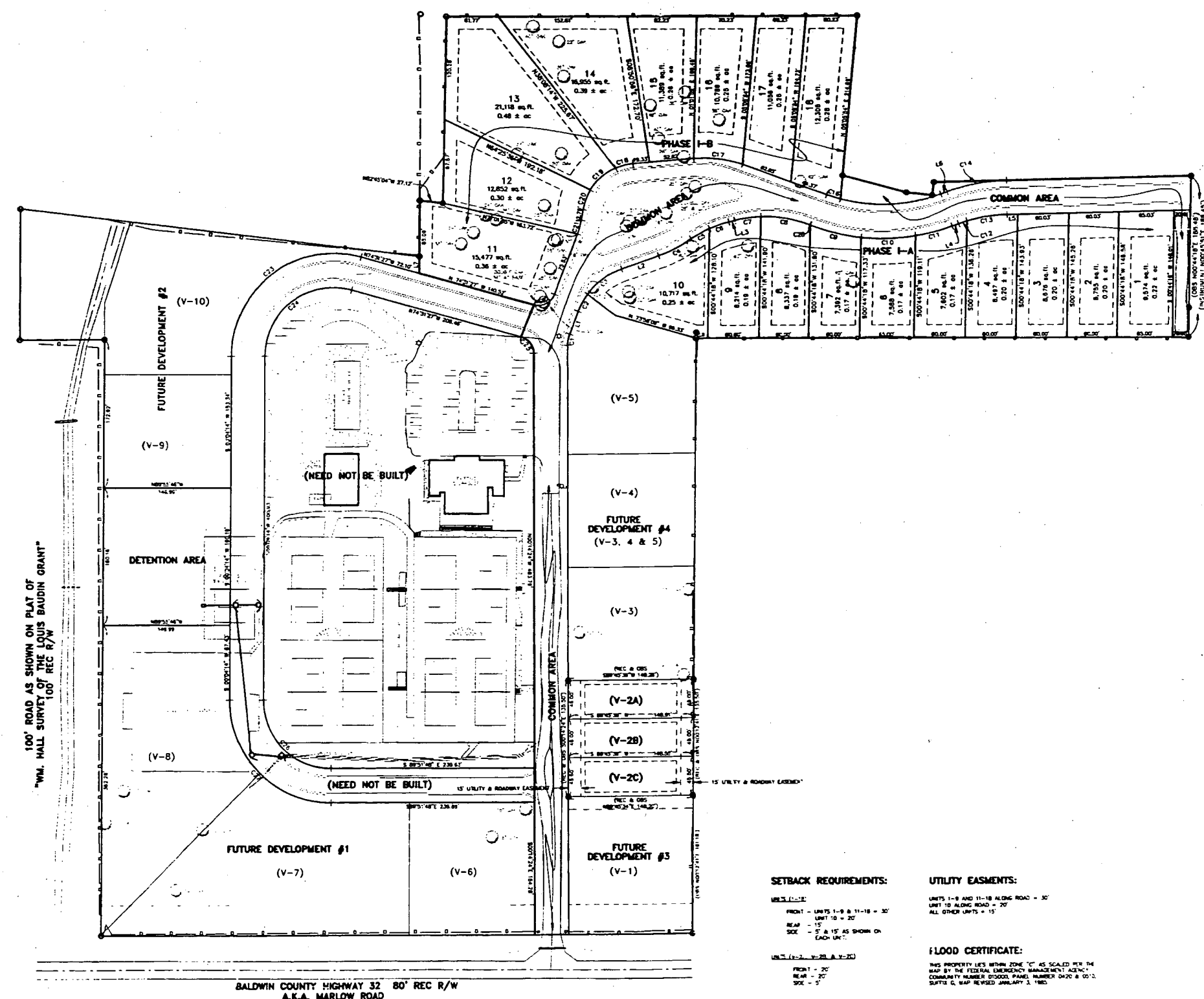
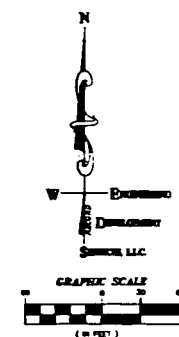
VICINITY MAP  
1" = 1 MILE

HEIGHT REQUIREMENTS (UNITS 1-18,  
V-2A, V-2B, & V-2C):  
EACH CONDOMINIUM UNIT SHALL HAVE UPPER AND LOWER  
UNIT BOUNDARIES EXPRESSED AS HORIZONTAL PLANES WHICH  
ARE ABOVE AND BELOW THE AVERAGE UNIT FLOOR GRADE.



TREE NOTE:  
TREES SHOWN ARE ONE DAY'S GROWTH AND ARE SHOWN FOR INFORMATION PURPOSES ONLY.  
BUT NOT A GUARANTEE.

SITE PLAN		DATE	BY
THE POINT CLEAR TENNIS CLUB		11-11-07	STP
ENGINEERING DEVELOPMENT SERVICES, LLC		CHECKED BY	STP
PROJECT NO. 2007-001		DATE	11-11-07
SHEET NO. 1 OF 1			

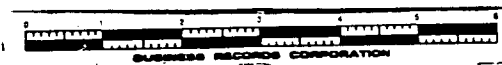


SETBACK REQUIREMENTS:  
FRONT - 10' (UNITS 1-9 & 11-18) - 30'  
REAR - 10' (UNITS 1-9 & 11-18) - 30'  
SIDE - 5' & 15' AS SHOWN ON EACH UNIT.  
FRONT - 20'  
REAR - 20'  
SIDE - 5'

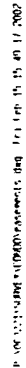
UTILITY EASEMENTS:  
UNITS 1-9 AND 11-18 ALONG ROAD - 30'  
UNIT 10 ALONG ROAD - 20'  
ALL OTHER UNITS - 15'

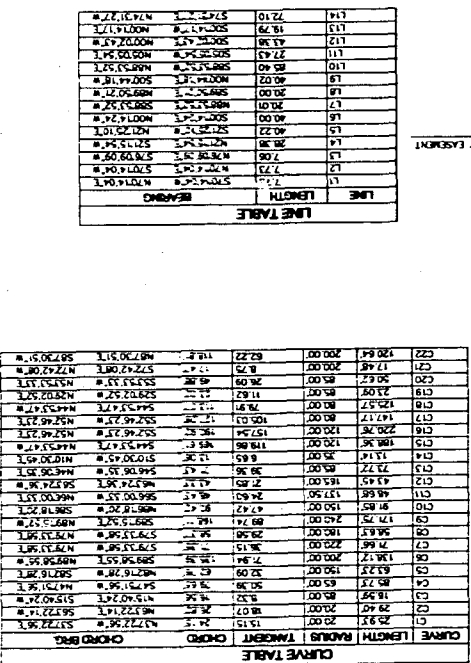
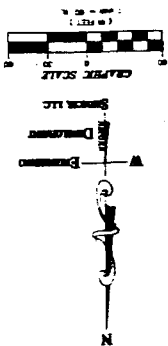
FLOOD CERTIFICATE:  
THIS PROPERTY LIES WITHIN ZONE \"C\" AS SCALED PER THE  
MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY  
COMMUNITY NUMBER 050001, PANEL NUMBER 0420 & 0520.  
DATE OF MAP REVISION JANUARY 3, 1982.

- LEGEND:
- CHIPPED ROCK PAV.
  - OPEN DRAIN PIPE
  - WATER METER
  - POUND POLE
  - CONCRETE MONUMENT
  - CONCRETE
  - OVERHEAD POWER LINE
  - SEWER
  - RIGHT OF WAY
  - AS CONDITIONED
  - PLANT
  - TEMPORARY BENCHMARK
  - ELEVATION



ENGINEERING DEVELOPMENT SERVICES, LLC





LINE	LENGTH	BEARINGS
1	7.11	S 70° 10' 00" E
2	7.52	S 70° 10' 00" E
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14	12.08	S 70° 10' 00" E
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16	12.84	S 70° 10' 00" E
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19	13.98	S 70° 10' 00" E
20	14.36	S 70° 10' 00" E
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24	15.88	S 70° 10' 00" E
25	16.26	S 70° 10' 00" E
26	16.64	S 70° 10' 00" E
27	17.02	S 70° 10' 00" E
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29	17.78	S 70° 10' 00" E
30	18.16	S 70° 10' 00" E
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32	18.92	S 70° 10' 00" E
33	19.30	S 70° 10' 00" E
34	19.68	S 70° 10' 00" E
35	20.06	S 70° 10' 00" E
36	20.44	S 70° 10' 00" E
37	20.82	S 70° 10' 00" E
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39	21.58	S 70° 10' 00" E
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53	26.90	S 70° 10' 00" E
54	27.28	S 70° 10' 00" E
55	27.66	S 70° 10' 00" E
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64	31.08	S 70° 10' 00" E
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82	37.92	S 70° 10' 00" E
83	38.30	S 70° 10' 00" E
84	38.68	S 70° 10' 00" E
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NOT A BOUNDARY SURVEY

### H FOR LEGAL DESCRIPTIONS

POINT CLEAR TENNIS CLUB

**ENGINEERING DEVELOPMENT CORPORATION**  
Engineering • Planning • Design • Construction Management

10-11-68 (1000) 1000 - 11-11-68 (1000)  
10-11-68 (1000) 1000 - 11-11-68 (1000)

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BALDWIN COUNTY HIGHWAY NUMBER 3 60' REC P.M.  
A.K.A. SECTION B STREET 80'

**ALABAMA COUNTY HIGHWAY NUMBER**  
**A.K.A. SECTION STREET**

NOO'15 357 734 75

CAUTION: THIS IS  
A FORD PRODUCT

CLIM 900'45"51" W 074 44")

APR 22 72

7-10-10

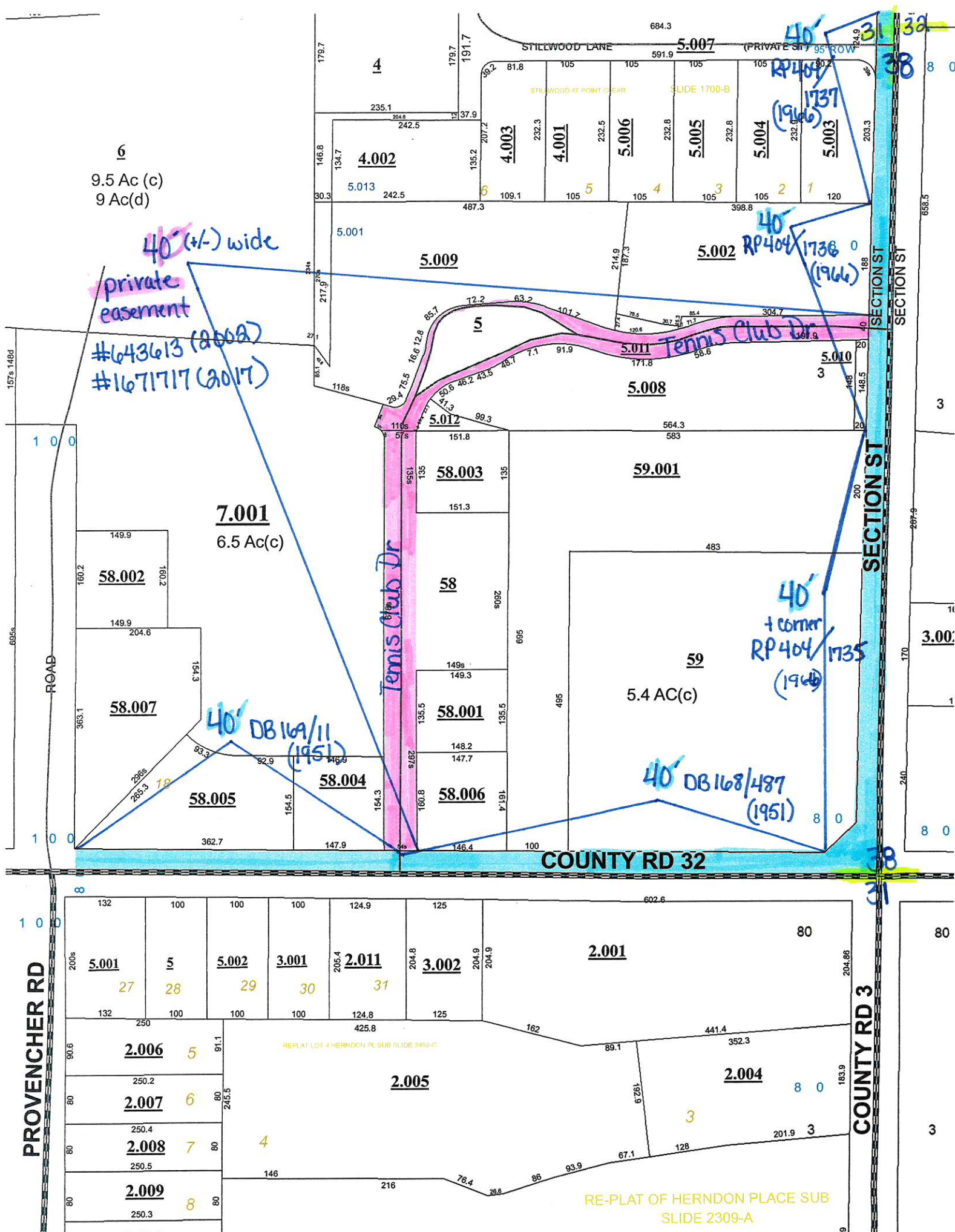
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Area 200  
Paved  
Non-Maintained  
.360 miles  
Road Id # 202041

46-09-38



BALDWIN COUNTY HIGHWAY DEPARTMENT COST ESTIMATE SHEET					
DATE:	8/21/2020			Area:	200
PREPARED BY:	Zachary Bodle	REVIEWED:			
LOCATION	Tennis Club Drive				
Scope of Work:	Resurfacing of Tennis Club Drive from County Rd 32 to Section St				
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
1	EQUIPMENT - PAVING				
02114	Paving Machine Weiler P385B	Hours	20	\$ 135.00	\$ 2,700.00
73749	Pickup Ford F150	Miles	150	\$ 0.54	\$ 81.00
87212	Flat Bed Ford F450 Crew	Hours	6	\$ 35.00	\$ 210.00
00349	CB10 Vibratory Compactor	Hours	20	\$ 22.30	\$ 446.00
03454	Truck Tractor w/ Trailer Mack CHU613	Hours	6	\$ 71.60	\$ 429.60
88891	Distrubutor Sterling/ Entyre L7501	Hours	20	\$ 65.15	\$ 1,303.00
18802	Broom Superior DT80KZS	Hours	4	\$ 27.60	\$ 110.40
39891	Trailer Trail King TK24LP	Hours	6	\$ 6.07	\$ 36.42
69747	2019 Ford F450 Crew Cab	Hours	6	\$ 35.00	\$ 210.00
06969	Compact Track Loader	Hours	10	\$ 37.00	\$ 370.00
	TOTAL				\$ 5,896.42
2	LABOR - PAVING				
	MAN HOURS - 8 EMPLOYEES	Hours	160	\$ 30.00	\$ 4,800.00
	TOTAL				\$ 4,800.00
3	MATERIAL - PAVING				
	Asphalt @ 165 IBS (Delivered)	Tons	316.62	\$ 54.35	\$17,208.30
	Tack	Gal	307.02	\$ 2.38	\$730.71
	Inlet Repair	Job	1		\$532.95
	TOTAL				\$18,471.96
	TOTAL COST ESTIMATE				\$29,168.38



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1515, **Version:** 1

**Item #:** HA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** Addendum

**From:** Vince Jackson, Planning Director

**Submitted by:** Vince Jackson, Planning Director

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### **ITEM TITLE**

Proposed Planning (Zoning) District 34

### **STAFF RECOMMENDATION**

Approve the boundaries for the proposed Planning (Zoning) District 34.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 08/04/2020

**Background:** The Planning and Zoning staff has recently had discussions with citizens residing in an area along County Road 65, north of its intersection with County Road 12, pertaining to the formation of a new Planning (Zoning) District and the request for a referendum for Planning and Zoning purposes. The area in question is located in northern portions of Planning District 27 and southern and eastern portions of Planning District 18. If approved, the new district would be known as Planning District 34. A map showing the boundaries of the proposed district is attached to this agenda item.

The steps for exercising Planning and Zoning authority are found at Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and are listed as follows:

- 1.) A party or parties seeking to file a petition shall notify the County Commission in writing that the parties will petition for the formation of a Planning District and the proposed boundaries of the district.
- 2.) Within 15 days of notice to the County Commission, the Judge of Probate shall give a preliminary estimate of the number of signatures needed to call the election. Ten percent of the qualified electors residing within the proposed planning district will need to sign the petition. Planning and Zoning staff will notify the Judge of Probate.
- 3.) The County Commission shall notify the principal party in writing, within 30 days of written notification of intent to request a referendum, that the proposed district is acceptable for planning, zoning and voting purposes, and shall furnish forms for use in seeking the required signatures.

4.) The party or parties will have 120 days to gather the signatures and file the petition. Upon receipt, the County Commission and Judge of Probate will have 45 days to certify or reject the accuracy of the petition. If the number of signatures is not sufficient, the party or parties will have an additional 60 days in which to obtain signatures and have the petition certified.

5.) Upon certification, the County Commission shall instruct the Judge of Probate to provide for an election within the district no later than 90 days after certification. If the petition is not certified, a new petition cannot be refiled for two years.

At this time, the Planning staff respectfully requests the approval of the boundaries of the proposed Planning (Zoning) District 34, as shown on the attached map. If approved, staff will send the appropriate petition forms to the parties seeking the referendum.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A



**Individual(s) responsible for follow up:** Commission Administration Office

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Send letters informing parties seeking a zoning referendum that Planning (Zoning) District 34 has been approved and is acceptable for planning, zoning and voting purposes. The letters should be sent to the following:

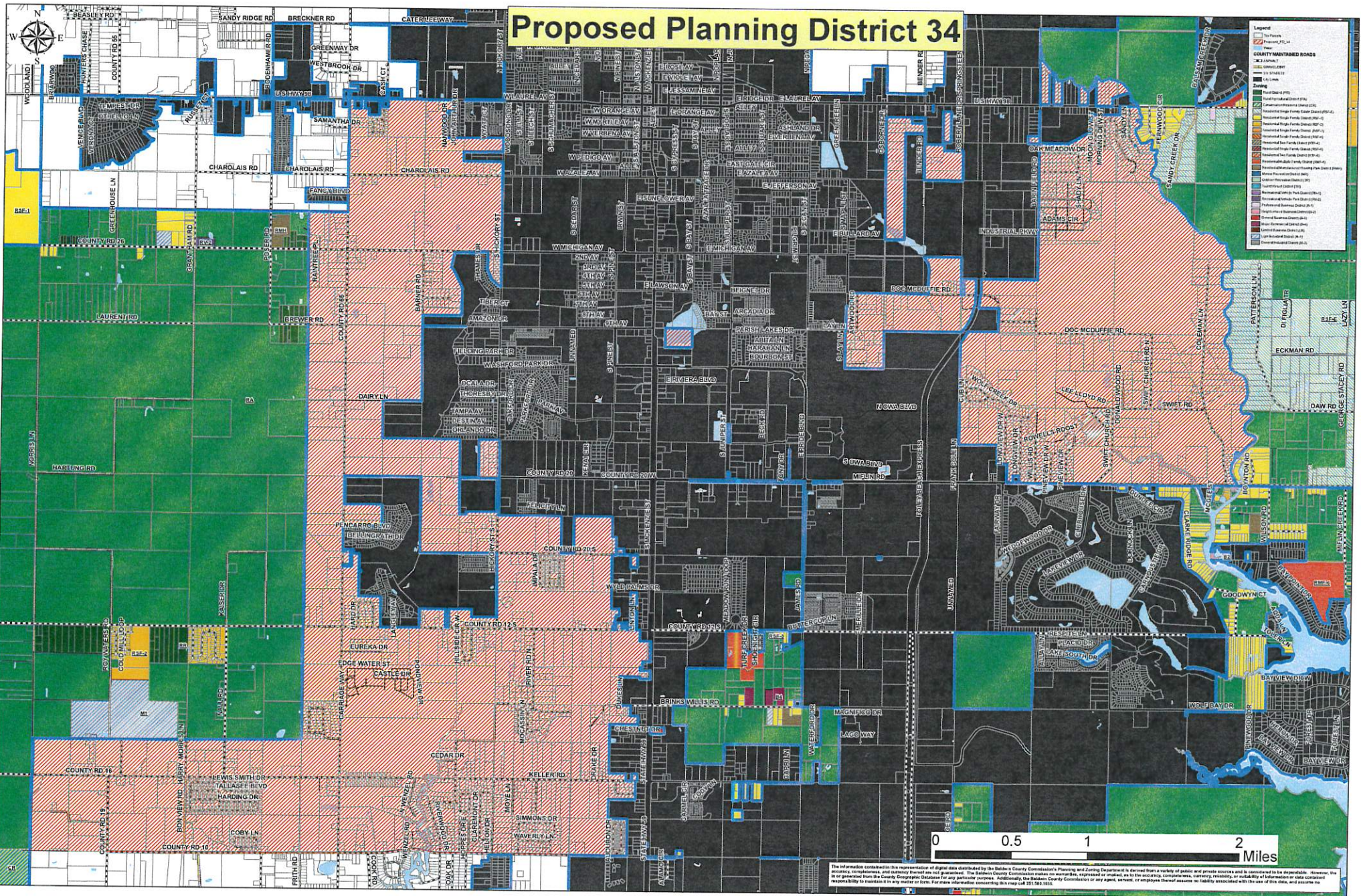
Mr. Mike Gray  
9619 County Road 65  
Foley, Alabama 36535

Mr. Jeremy Byers  
9619 County 65  
Foley, Alabama 36535

**Additional instructions/notes:** Planning and Zoning Department - Send appropriate petition forms to the parties seeking a zoning referendum.



## Proposed Planning District 34





July 13, 2020

Mike Gray

9619 County Road 65

Foley, AL. 36535

I have reviewed the proposed map for District 34 and am in agreement with the area that is represented by the zoning board. At this time it is my desire that the County Commission and Probate Judge proceed with the next step. I look forward to hearing back regarding this petition.

Thank you for your interest in this,

Mike Gray

A handwritten signature in cursive script that reads "Mike Gray". The signature is written in dark ink and is positioned below the printed name "Mike Gray".

July 13,2020

Jeremy Byers

9619 County Road 65

Foley, AL. 36535

I have reviewed the proposed map for District 34 and am in agreement with the area that is represented by the zoning board. At this time it is my desire that the County Commission and Probate Judge proceed with the next step. I look forward to hearing back regarding this petition.

Thank you for your interest in this,

Jeremy Byers

A handwritten signature in cursive script, appearing to read "Jeremy Byers". The signature is written in dark ink and is positioned below the printed name.

## **Laws & Legal Resources.**

[View Previous Versions of the Code of Alabama](#)

# **2019 Code of Alabama**

## **Title 45 - Local Laws.**

### **Chapter 2 - Baldwin County.**

#### **Article 26 - Zoning and Planning.**

##### **Part 2 - Planning and Zoning Commission.**

##### **Division 1 - Establishment.**

#### **Section 45-2-261.07 - Procedure for exercising jurisdiction in each district.**

**Universal Citation:** AL Code § 45-2-261.07 (2019)

#### **Section 45-2-261.07**

##### **Procedure for exercising jurisdiction in each district.**

The Baldwin County Commission shall not exercise its planning and zoning powers and jurisdiction in any district established hereunder until the majority of the qualified electors of the district voting in an election shall have voted their desire to come within the planning and zoning authority of the Baldwin County Commission. The election shall be held if 10 percent of the qualified electors in any district submit a written petition to the county commission expressing a desire to be subject to the planning and zoning jurisdiction of the



Baldwin County Commission under authority of this subpart. For the purposes of the establishment of districts after June 1, 2010, a district shall correspond to a voting precinct or precincts in the county unless the county governing body determines that the use of voting precinct boundaries is not feasible. A party or parties seeking to file a petition shall notify the county governing body in writing that the parties will petition for the formation of a district and the proposed boundaries of the district. The judge of probate within 15 days shall give a preliminary estimate of the number of signatures needed to call the election. The county governing body shall notify the principal party in writing within 30 days of written notification by petitioners of intent to request a referendum, by United States mail, return receipt requested, that the proposed district is acceptable for planning, zoning, and voting purposes and shall furnish forms to the petitioner for use in seeking the number of signatures required to call an election. The parties shall have 120 days thereafter to obtain the necessary signatures and file the petition. The County Commission and the Judge of Probate of Baldwin County shall certify or reject the accuracy of the petition no later than 45 days after receiving the petition. If the number of signatures is not sufficient, the parties shall have another 60 days to complete the petition and have it certified. If the petition is not certified, a petition for the proposed district may not be refiled for two year after the final denial of certification. Upon certification, the county commission shall then instruct the Judge of Probate of Baldwin County to provide for an election within that district no later than 90 days after the certification. Notice of the election shall be published four times during the 30-day period immediately preceding the date of the election in a newspaper of general circulation in Baldwin County. In addition, the county commission shall notify by U.S. mail each elector in a district of the election and the process to obtain additional information. The notification shall state the date of the election and the polling place or places for voting. The judge of probate shall conduct the election. All costs for the notification and election shall be paid from the General Fund of Baldwin County. If a majority of the qualified electors in a district vote in the negative in the election, then the district shall not be subject to the zoning and planning jurisdiction of the Baldwin County Commission, and the qualified electors of the district shall not be eligible to petition for another election until two years from the date of the last election. If a majority of the qualified electors in a district vote in the affirmative, then the district shall be subject to the zoning and planning jurisdiction of the Baldwin County Commission.

*(Act 91-719, p. 1389, §8; Act 98-665, p. 1455, §1; Act 2006-609, p. 1672, §1; Act 2010-719, p. 1782, §1.)*

**Disclaimer:** These codes may not be the most recent version. Alabama may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or

adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.



# JUSTIA

## Laws & Legal Resources.

[View Previous Versions of the Code of Alabama](#)

### **2019 Code of Alabama Title 45 - Local Laws. Chapter 2 - Baldwin County. Article 26 - Zoning and Planning. Part 2 - Planning and Zoning Commission. Division 1 - Establishment. Section 45-2-261.08 - Appointment of advisory committees.**

**Universal Citation:** AL Code § 45-2-261.08 (2019)

#### **Section 45-2-261.08**

#### **Appointment of advisory committees.**

In each district wherein the qualified electors vote to become subject to the planning and zoning authority of the Baldwin County Commission as provided in Section 45-2-261.07, the Baldwin County Commission shall appoint an advisory committee from that district to work with and assist the planning commission in formulating and developing regulations, ordinances, and zoning measures for the district. Each advisory committee shall consist of five members who shall be qualified electors of the district and who shall reflect as nearly as



practical the diversity of land use in a district. The members of each district advisory committee shall elect a chair. Upon the adoption of zoning ordinances and regulations for the district by the Baldwin County Commission pursuant to the terms of this subpart, the services of the district advisory committee shall terminate and the committee shall be abolished. In any district which is contiguous to one or more municipalities, a member of the municipal planning commission of each contiguous municipality shall serve in an ex officio capacity on the advisory committee.

*(Act 91-719, p. 1389, §9; Act 98-665, p. 1455, §1; Act 2006-609, p. 1672, §1.)*

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# JUSTIA

## Laws & Legal Resources.

[View Previous Versions of the Code of Alabama](#)

### **2019 Code of Alabama Title 45 - Local Laws. Chapter 2 - Baldwin County. Article 26 - Zoning and Planning. Part 2 - Planning and Zoning Commission. Division 1 - Establishment. Section 45-2-261.09 - Assessment of uniform zoning fee.**

**Universal Citation:** AL Code § 45-2-261.09 (2019)

#### **Section 45-2-261.09**

#### **Assessment of uniform zoning fee.**

The county commission may levy upon the owner of any real property located within any planning district in which a majority of the qualified electors have voted in the affirmative in an election described in Section 45-2-261.07, a uniform zoning fee not in excess of ten dollars (\$10) per parcel of real property per year. Upon the levy the Tax Assessor of Baldwin County shall assess the uniform zoning fee on the real property subject to the uniform zoning fee within the planning district. The assessment shall be collected by the Tax

Collector of Baldwin County on annual ad valorem tax bills and non-payment of the assessment shall constitute a lien on the assessed property. The uniform zoning fee shall not be assessed for more than two years. The Tax Collector of Baldwin County shall collect the fee and the proceeds therefrom shall be deposited in the General Fund of Baldwin County to be expended exclusively for the purpose of administering the master plan and zoning and planning ordinances and regulations promulgated under this subpart.

*(Act 91-719, p. 1389, §10; Act 98-665, p. 1455, §1.)*

**Disclaimer:** These codes may not be the most recent version. Alabama may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1499, **Version:** 1

**Item #:** HA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** Addendum

**From:** Wayne Dyess, County Administrator; Anu Gary, Administrative Services Manager; Harry D'Olive, Judge of Probate; and Violetta Smith, Elections Coordinator

**Submitted by:** Anu Gary, Administrative Services Manager

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### **ITEM TITLE**

Voting Administration - Declaration of Emergency Warranting Relocation of Voting Place for Baldwin County Voting Precinct No. 23

### **STAFF RECOMMENDATION**

Pursuant to correspondence from the Baldwin County Judge of Probate, the Honorable Harry D'Olive, dated August 21, 2020, informing the Baldwin County Commission that due to extremely limited parking and lack of space in the Belforest Community Center building (current voting place for Baldwin County Voting Precinct 23), a public safety hazard exists which will cause undue delays and hardship to voters, take the following actions:

- 1) Declare an emergency exists warranting the relocation of the Voting Place for Baldwin County Voting Precinct No. 23 from the Belforest Community Center to the Belforest Christian Church, located at 25270 County Road 54 West, Daphne, Alabama, as such relocation is within ninety (90) of an election.
- 2) Adopt Resolution #2020-132, which amends Resolution #2020-016, to provide for certain changes affecting voting, in conformance with applicable Alabama law, specifically to relocate the voting place for Voting Precinct No. 23 (Belforest) from the Belforest Community Center to the Belforest Christian Church, located at 25270 County Road 54 West, Daphne, Alabama.
- 3) Authorize the Chairman to execute correspondence informing the voting place(s) involved of the changes affecting voting in Baldwin County, Alabama, and informing the required State and local governmental agencies of the changes to Baldwin County, Alabama, voting precinct(s).

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** November 5, 2019 - Resolution #2020-016 was adopted by the Commission, which approved various voting changes.

### **Background:**

**REQUEST:**

On August 20, 2020, it was brought to staff's attention that the Belforest Christian Church is agreeable to serve as a polling place for Precinct 23. Staff has contacted the church leadership and verified this information.

On August 21, 2020, staff received a request from Harry D'Olive, Probate Judge, for the relocation of the polling place from the Community Center to the Church (see email attached).

The Americans with Disabilities Act (ADA) Checklist for Polling Locations was completed by County Building Maintenance Department on August 21, 2020. All non-compliant elements found can be remedied with temporary measures (see ADA Checklist and photos attached).

Due to the expected large voter turnout for the November 3, 2020, General Election, the existing public safety concerns due to the extremely limited parking which leaves voters parking on the side of the road and walking along the roadway to the building, and lack of space in the Belforest Community Center which will make it difficult to properly provide social distancing required due to the on-going Covid-19 pandemic, it would greatly benefit the general public as well as the elections staff/poll workers, that the polling place be relocated to a better suitable location.

**RECOMMENDATION:**

Upon the circumstances presented, staff recommends the Baldwin County Commission declare an emergency to relocate the Voting Place for Baldwin County Voting Place No. 23. Staff understands the prohibition found at Section 17-6-4 (d) of the Code of Alabama 1975 disallowing voting places to be changed within three (3) months before an election and bases the aforementioned recommendation upon a September 1, 1999, Alabama Attorney General's Opinion providing that a county commission may change a polling place (i.e. voting place) within three (3) months of an election if an emergency exists that necessitates changing said polling place (See the September 1, 1999, Alabama Attorney General's Opinion attached).

**GENERAL INFORMATION AND BACKGROUND:**

The Belforest Community Center is a designated Voting Place for Baldwin County Voting Precinct No. 23 (Belforest). This Baldwin County Voting Precinct and Voting Place is used for federal, state, county and district elections in accordance with Alabama law, excepting municipal elections, and is designated by the Baldwin County Commission pursuant to applicable Alabama law as found at Section 17-6-1 through Section 17-6-9 of the Code of Alabama 1975.

Pursuant to §17-6-6 (a) Code of Alabama 1975, as amended, the County Commission of Baldwin County, Alabama, retains the sole authority to change the configuration, boundaries, or designation of the Voting Precincts in Baldwin County, Alabama, and, furthermore, any change so determined shall be adopted by resolution. Pursuant to §17-6-4 Code of Alabama 1975, as amended, the County Commission of Baldwin County, Alabama, is, authorized to designate and select a Voting Place for each Voting Precinct

Section 17-6-4 (d) of the Code of Alabama 1975 prohibits voting places for voting precincts to be changed within three (3) months before an election.

#### PAST COMMISSION ACTIONS:

The Baldwin County Commission has declared similar-type emergencies warranting voting (polling) places relocations in the past, and three months prior to several elections, based upon the aforementioned September 1, 1999, Alabama Attorney General's Opinion.

##### January 11, 2008 - Baldwin County Voting Precinct No. 45 (Spanish Fort)

Relocated Voting Place in Voting Precinct No. 45, Spanish Fort Elementary School, to the East Pointe Baptist Church, due to a major hazardous materials clean up at Spanish Fort Elementary School.

##### June 15, 2004 - Baldwin County Voting Precinct No. 2 (Tensaw)

Relocated Voting Place from the Tensaw Community Center to Tensaw VFD after Baldwin County Commission was informed that, without the knowledge of the county governing body, that the Voting Place was relocated to the VFD.

##### March 16, 2004 - Baldwin County Voting Precinct No. 24 (Silverhill)

Relocated Voting Place from the Silverhill Town Hall to Little Hall after being informed that town hall would be demolished in order to build a new town hall.

##### April 16, 2002 - Baldwin County Voting Precinct No. 31 (Summerdale)

Relocated Voting Place from the Summerdale Community Hall to Summerdale Alumni Building after community hall burned down.

##### April 4, 2000 - Baldwin County Voting Precinct No. 40 (Fort Morgan)

Relocated Voting Place from the Shell Banks Baptist Church to Fort Morgan VFD Station #2 after church declined use of the premises for voting.

#### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

#### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

Yes, County Attorney review is required.

**Reviewed/approved by:** Approved by Brad Hicks, County Attorney 08/25/2020 akc

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes, public notice required (see attached Notice).

**If the proof of publication affidavit is not attached, list the reason:** Advertising will take place after Commission approval.

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** Time sensitive

**Individual(s) responsible for follow up:** Administration - **TIME SENSITIVE - ALL CORRESPONDENCE MUST GO OUT THE DATE OF MEETING.**

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

1. (Hand Delivery) Letter and Resolution to:

Baldwin County Probate Court

ATTN: Judge of Probate Harry D'Olive

2. (Hand Delivery) Letter and Resolution to:

Board of Registrars

ATTN: Chairperson Betty Sweet

3. (Certified Mail) Letter and Resolution to:

Reapportionment Office

ATTN: Donna Shanholtzer, Director

Alabama State House

11 South Union Street

Room 303

Montgomery, Alabama 36130

cc: David Brewer, Chief of Staff, Alabama Secretary of State

David.Brewer@sos.alabama.gov

- Public Notice to media, county facilities, county website
- Update Voting Locations Physical Address List on county website
- Update Voting Contacts List and email to Violetta Smith, James Smith, Matt Fail
- Update Voting webpage for changes in precincts and upload resolution and notice to the page
- Update mailing list for election notices (physical and mailing incl. labels)
- Update Public Voting Precincts Map on Probate website (K. McIlwain, CIS)

**Correspondence to Precincts (separate letters) via US Mail and Email to:**

1) Monica Taylor - Send correspondence regarding Commission action above to Belforest Community Center (thank you letter) and Belforest Christian Church (new designation with county contact info and business cards).

2) Miranda McKinnon - Send 2020 Presidential Election Cycle polling place notification letters to Belforest Christian Church.

**Precinct 23 - NEW POLLING PLACE**

Belforest Christian Church  
ATTN: Pastor Jeff Eifert  
25270 County Road 54 West  
Daphne, Alabama 36526  
Bccal1913@gmail.com  
Tel. 865-210-6218 or 251-626-0392

**Precinct 23 - REMOVED POLLING PLACE**

Belforest Community Center  
ATTN: Stephanie Foster Middleton  
25359 County Rd 54 E  
Daphne, Alabama 36526  
tester36\_2000@yahoo.com  
Tel. 251-626-2586

3) Anu Gary - Email distribution list, bcc: email to Precinct 23, reminder of November 3, 2020, Election date. Verify email list is up to date and correct to be used for the future. Follow up with phone calls to Pastor Jeff Eifert and Stephanie Foster Middleton.

**Additional instructions/notes:** N/A



STATE OF ALABAMA       )  
COUNTY OF BALDWIN    )

**RESOLUTION #2020-132  
OF THE  
BALDWIN COUNTY COMMISSION**

**AMENDING RESOLUTION #2020-016 OF THE BALDWIN COUNTY COMMISSION (NOVEMBER 5, 2019), WHICH AMENDS RESOLUTION #2018-043 OF THE BALDWIN COUNTY COMMISSION (JANUARY 16, 2018, REGULAR MEETING), WHICH AMENDED RESOLUTION #2017-015 OF THE BALDWIN COUNTY COMMISSION (NOVEMBER 15, 2016, REGULAR MEETING),**

**WHICH PROVIDES FOR THE COMPREHENSIVE ESTABLISHMENT OR LIMITED CHANGES AND ALTERATIONS OF THE CONFIGURATION, BOUNDARIES, OR DESIGNATION OF THE VOTING PRECINCTS AND DESIGNATION OF VOTING (POLLING) PLACES IN BALDWIN COUNTY, ALABAMA, PURSUANT TO APPLICABLE ALABAMA LAW, TO ACCOMPLISH THE FOLLOWING:**

**1) Relocating and Designating the Voting Place for the following Voting Precinct:**

**Voting Precinct No. 23 (Belforest).**

**Section 1.       Statutory Authority**

WHEREAS, pursuant to §17-6-6 (a) Code of Alabama 1975, as amended, the County Commission of Baldwin County, Alabama, retains the sole authority to change the configuration, boundaries, or designation of the Voting Precincts in Baldwin County, Alabama, and, furthermore, any change so determined shall be adopted by resolution; and

WHEREAS, pursuant to §17-6-6 (b) Code of Alabama 1975, as amended, the County Commission of Baldwin County, Alabama, is authorized to change a precinct by dividing the precinct into two or more precincts in order to make it more convenient for voters to vote, or to facilitate the administration of the election process, or to accomplish reapportionment or when it becomes necessary to consolidate precinct(s); and

WHEREAS, pursuant to §17-6-4 Code of Alabama 1975, as amended, the County Commission of Baldwin County, Alabama, is authorized to designate and select a Voting Place for each Voting Precinct; and

WHEREAS, further, pursuant to §17-6-2 Code of Alabama 1975, as amended, the County Commission of Baldwin County, Alabama, is authorized to make such changes, alterations or reconfigurations to the applicable Voting Precincts, by defining their new physical boundaries through data and assistance provided pursuant to §17-6-6 through §17-6-8 Code of Alabama 1975, as amended, by the Reapportionment Office of the State of Alabama, as clearly visible, definable and observable which were based upon criteria established and recognized by the Bureau of the Census of the United States Department of Commerce for purposes of defining standard census units [i.e. U.S. Census Bureau - GEOID Blocks].

**Section 2. Implementing the provisions of Resolution #2020-132 of the Baldwin County Commission**

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that:

The Baldwin County Commission hereby adopts Resolution #2020-132, which supersedes and replaces Resolution #2018-016 adopted by the Baldwin County Commission during its November 5, 2019, regular meeting, which provides for the comprehensive establishment or limited changes and alterations of the configuration, boundaries, or designation of the Voting Precincts and designation of Voting (Polling) Places in Baldwin County, Alabama, pursuant to applicable Alabama law, in order to facilitate the administration of the election processes, as defined in "Exhibit A" attached.

BE IT FURTHER RESOLVED AND ORDERED, that, as required by §17-6-1 through §17-6-9 Code of Alabama 1975, as amended, the County Commission of Baldwin County, Alabama, upon adoption, will file, as forwarded via Hand Delivery, with the Office of Judge of Probate of Baldwin County, Alabama, the Office of Board of Registrars of Baldwin County, Alabama, and, via United States Postal Service Certified Mail, the Reapportionment Office of the State of Alabama, a certified copy of this Resolution, together with maps of the applicable areas of the county.

BE IT FURTHER RESOLVED AND ORDERED, that, pursuant to Shelby County, Alabama v. Holder, Attorney General, et al., Supreme Court of the United States (as issued on June 25, 2013) this instrument is not subject to Section 5 of the Voting Rights Act of 1965 (42 U.S.C. 1973c.), as amended.

BE IT FURTHER RESOLVED AND ORDERED, that, Resolution #2019-016, is hereby superseded and replaced by this instrument.

DONE, at the County Seat, in Bay Minette, Alabama, and under the Seal of the County Commission of Baldwin County, Alabama, on this the 1<sup>st</sup> day of September, 2020.

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Commissioner Billie Jo Underwood, Chairman

ATTEST:

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Wayne Dyess, County Administrator

**Exhibit A to Resolution #2020-132**  
**September 1, 2020**

<b>VOTING PRECINCT 1</b>
Voting Place: Little River Volunteer Fire Department

Voting Precinct #1 is defined by the following GEOID Blocks:

010030101001012	010030101001055	010030101001063	010030101003087	010030101001025
010030101001016	010030101001011	010030101003127	010030101003037	010030101003014
010030101001010	010030101003055	010030101003114	010030101003030	010030101003113
010030101001020	010030101003109	010030101001002	010030101003249	010030101003076
010030101001015	010030101003002	010030101003106	010030101003005	010030101003049
010030101001003	010030101001008	010030101003118	010030101003039	010030101003032
010030101003017	010030101003143	010030101003051	010030101001062	010030101003065
010030101001031	010030101003033	010030101003080	010030101003119	010030101003047
010030101001018	010030101003083	010030101003024	010030101001024	010030101003079
010030101003251	010030101003054	010030101001059	010030101003050	010030101001013
010030101001000	010030101001060	010030101003028	010030101003128	010030101003066
010030101001030	010030101001205	010030101003018	010030101003247	010030101003125
010030101001061	010030101003103	010030101003123	010030101003025	010030101001207
010030101003015	010030101003048	010030101003019	010030101003243	010030101003120
010030101001004	010030101001029	010030101003053	010030101001065	010030101003013
010030101003045	010030101001009	010030101001001	010030101003036	010030101003061
010030101003064	010030101003246	010030101003012	010030101003063	010030101003108
010030101003022	010030101003136	010030101001057	010030101003254	010030101003142
010030101003003	010030101003126	010030101003044	010030101001017	010030101003034
010030101003122	010030101003132	010030101003068	010030101003135	010030101003084
010030101003041	010030101003043	010030101001023	010030101001022	010030101003110
010030101003007	010030101003116	010030101003006	010030101003072	010030101003145
010030101003040	010030101003010	010030101003111	010030101003009	010030101001014
010030101003121	010030101001064	010030101003248	010030101003085	010030101003071
010030101001214	010030101003058	010030101003073	010030101003252	010030101003086
010030101003082	010030101003001	010030101003038	010030101003144	010030101003074
010030101003134	010030101003029	010030101003107	010030101003115	010030101001027
010030101003016	010030101003060	010030101003075	010030101003104	010030101001056
010030101003059	010030101003023	010030101003133	010030101003031	010030101003057
010030101003112	010030101001006	010030101003067	010030101003000	010030101003069
010030101003253	010030101001058	010030101001033	010030101003124	010030101003035
010030101003146	010030101001028	010030101003027	010030101003242	010030101001005
010030101001026	010030101003052	010030101003131	010030101003102	010030101003078
010030101003077	010030101003011	010030101003081	010030101001019	010030101003046
010030101001032	010030101003056	010030101003062	010030101003129	010030101001021
010030101003021	010030101003026	010030101003004	010030101003008	010030101003130
010030101003042	010030101003105	010030101003117	010030101003020	010030101001007

<b>VOTING PRECINCT 2</b>
Voting Place: Tensaw Volunteer Fire Department (New Fire Station)

Voting Precinct #2 is defined by the following GEOID Blocks:

010030101001082	010030101001164	010030101001088	010030101001119	010030101001111
010030101001155	010030101001137	010030101001150	010030101001072	010030101001067
010030101002071	010030101001152	010030101001144	010030101001203	010030101001206
010030101001135	010030101001192	010030101001174	010030101001066	010030101001034
010030101001091	010030101001172	010030101002073	010030101001114	010030101001108
010030101001083	010030101001050	010030101001163	010030101001202	010030101001070
010030101001141	010030101001156	010030101001182	010030101001109	010030101001117
010030101001102	010030101001181	010030101001161	010030101001170	010030101001123
010030101001049	010030101001158	010030101001042	010030101001130	010030101001113
010030101001166	010030101001084	010030101001116	010030101001211	010030101001043
010030101001157	010030101001079	010030101001077	010030101001093	010030101001128
010030101001139	010030101001154	010030101001107	010030101001092	010030101001210
010030101001045	010030101001159	010030101001124	010030101001037	010030101001136
010030101001146	010030101001081	010030101001098	010030101001110	010030101001140
010030101001177	010030101001052	010030101001104	010030101001047	010030101001089
010030101001200	010030101001053	010030101001074	010030101001134	010030101001094
010030101001212	010030101001035	010030101001122	010030101001101	010030101001040
010030101001153	010030101001160	010030101001036	010030101001041	010030101001138
010030101001197	010030101001193	010030101001071	010030101001096	010030101001148
010030101001149	010030101001178	010030101001133	010030101001127	010030101001100
010030101001145	010030101001168	010030101001048	010030101001147	010030101001097
010030101001201	010030101001120	010030101001073	010030101001143	010030101001179
010030101001175	010030101001142	010030101001051	010030101001106	010030101001046
010030101001176	010030101001131	010030101001076	010030101001125	010030101001129
010030101001151	010030101001162	010030101001105	010030101001069	010030101001103
010030101001086	010030101001204	010030101001099	010030101001095	010030101001118
010030101001085	010030101001044	010030101001039	010030101001126	010030101001209
010030101001112	010030101001185	010030101001115	010030101001075	010030101001208
010030101001199	010030101002019	010030101002072	010030101001090	010030101001038
010030101001169	010030101001173	010030101001121	010030101001054	010030101001165
010030101001171	010030101001080	010030101001132	010030101001068	010030101001087
010030101001180	010030101002017	010030101001078	010030101001198	

<b>VOTING PRECINCT 3</b>
Voting Place: Old Vaughn School

Voting Precinct #3 is defined by the following GEOID Blocks:

010030101002088	010030101002069	010030101002080	010030101002022	010030101002036
010030101002076	010030101002058	010030101002040	010030101002046	010030101002047
010030101002045	010030101002033	010030101002146	010030101002085	010030101002043
010030101002068	010030101002063	010030101002023	010030101002147	010030101002102
010030101002082	010030101002084	010030101002032	010030101002027	010030101002020
010030101002064	010030101002086	010030101002028	010030101002044	010030101002042
010030101002089	010030101002149	010030101002067	010030101002144	010030101002024
010030101002060	010030101002083	010030101002034	010030101002030	010030101002074
010030101002061	010030101002056	010030101002059	010030101002025	010030101001213
010030101002031	010030101002078	010030101002142	010030101002021	010030101002038
010030101002075	010030101002066	010030101002079	010030101002077	
010030101002070	010030101002065	010030101002062	010030101002029	
010030101002057	010030101001167	010030101002081	010030101002087	
010030101002016	010030101002018	010030101002041	010030101002026	

<b>VOTING PRECINCT 4</b>
Voting Place: Crossroads Durant Chapel Baptist Church

Voting Precinct #4 is defined by the following GEOID Blocks:

010030107011006	010030103003063	010030103003064	010030103003128	010030103003142
010030103003057	010030103003144	010030103003154	010030107011048	010030103003059
010030103003082	010030103003047	010030103003055	010030107011008	010030103003140
010030103002021	010030103003068	010030103003053	010030103003056	010030103003153
010030103002010	010030107011046	010030103002018	010030101002150	010030103003157
010030107011007	010030103003062	010030103003156	010030103003123	010030103003139
010030107011003	010030103003118	010030103003060	010030103003067	010030103003046
010030107011005	010030103003124	010030103003052	010030103003132	010030103003050
010030103002016	010030103002005	010030103002019	010030103003048	010030101002152
010030107011047	010030103003049	010030103003136	010030103003145	010030107011004
010030103003069	010030103003141	010030103003146	010030103003081	010030103002013
010030103003054	010030103003155	010030103003051	010030101002153	010030103003077
010030103003143	010030107011000	010030103002011	010030103003148	010030103002030
010030103003042	010030103003125	010030103003040	010030107011002	010030103003079
010030103003044	010030103003058	010030103003070	010030103003147	010030103002017
010030103003036	010030103003083	010030103003075	010030103003152	010030103002007
010030107011040	010030103003135	010030103003043	010030107011034	010030103003072
010030103003039	010030103003134	010030103003065	010030103003038	010030107011001

010030103003073	010030103003078	010030101002151	010030103002029	010030103002009
010030103003076	010030103002014	010030107011010	010030103002002	010030103003119
010030103003127	010030103002003	010030103002028	010030103003130	010030103003045
010030103003074	010030107011009	010030103003041	010030103002006	010030107011011
010030103003138	010030103003071	010030103003061	010030103003120	
010030107011142	010030103003137	010030103003126	010030103003133	
010030103002012	010030103003080	010030103002004	010030103002015	
010030103003066	010030103003122	010030103003131	010030103003129	

<b>VOTING PRECINCT 5</b>
Voting Place: Douglasville Boykin Center

Voting Precinct #5 is defined by the following GEOID Blocks:

010030106003019	010030103001002	010030103001000	010030103001012	010030103001013
010030103001018	010030106003051	010030106001013	010030106003027	010030106001011
010030103001021	010030103001015	010030106002032	010030106001003	010030103001009
010030106001006	010030103001006	010030103001010	010030103001042	010030106001009
010030106001023	010030106001018	010030103001041	010030106003028	010030106003026
010030103001007	010030106001019	010030106001016	010030106003057	010030106001017
010030106003050	010030103001040	010030103001001	010030106003029	010030106001012
010030106001000	010030106001020	010030106003020	010030103001008	010030106001014
010030106001015	010030103001044	010030106001001	010030103001011	010030106001002
010030106003058	010030106001004	010030106001005	010030106001007	010030103001043
010030106003018	010030103001014	010030103001020	010030103001003	010030103001019
010030103001016	010030106003049	010030106001008	010030106002033	010030103001005
010030103001017	010030106001024	010030106001010	010030103001004	

<b>VOTING PRECINCT 6</b>
Voting Place: Bromley Substation - Crossroads Volunteer Fire Department

Voting Precinct #6 is defined by the following GEOID Blocks:

010030107011012	010030107014115	010030107051098	010030103002020	010030103002081
010030107032054	010030103002022	010030107011020	010030107032052	010030107011016
010030103002114	010030103002093	010030103002034	010030107032015	010030103002159
010030107051096	010030103002025	010030103002094	010030107011015	010030103002082
010030103002031	010030107051095	010030103002023	010030103002024	010030103002039
010030107032284	010030107014110	010030107032014	010030107011042	010030103002158
010030103002026	010030107032024	010030103002036	010030107051101	010030103002116
010030107051097	010030107014109	010030103002037	010030103002176	010030103002111
010030107032017	010030107014112	010030107032018	010030107011026	010030103002035
010030107014114	010030103002032	010030107051099	010030107011043	010030103002097

010030103002099	010030103002123	010030107032006	010030107011013	010030107011032
010030103002047	010030107011045	010030103002109	010030103002044	010030107011024
010030107011041	010030103002049	010030103002104	010030103002178	010030103002027
010030103002038	010030107011018	010030103002041	010030107011027	010030103002168
010030103002110	010030103002098	010030107032005	010030103002167	010030103002108
010030103002086	010030103002042	010030107032009	010030107011028	010030103002046
010030103002113	010030103002122	010030107011038	010030107051106	010030103002119
010030107032286	010030103002051	010030107011014	010030107011023	010030107032023
010030103002053	010030107011033	010030107011017	010030107032008	010030107032010
010030107011035	010030103002175	010030107011022	010030107011044	010030103002045
010030103002107	010030103002121	010030103002092	010030107051100	010030103002052
010030107032021	010030107014113	010030107014111	010030103002124	010030107011039
010030103002177	010030107011029	010030103002095	010030107032013	010030103002112
010030103002050	010030107032048	010030103002096	010030103002033	010030103002040
010030107051102	010030103002105	010030103002181	010030103002087	010030107011021
010030103002100	010030107032012	010030107032035	010030107032022	010030107032053
010030103002160	010030107011037	010030107032011	010030107011036	010030107032025

VOTING PRECINCT 7
Voting Place: Spanish Fort New Life Assembly of God Church

Voting Precinct #7 is defined by the following GEOID Blocks:

010030107032059	010030107032164	010030107032274	010030107032188	010030107032200
010030107032241	010030107031004	010030107032135	010030107032093	010030107032065
010030107031000	010030107032076	010030107032182	010030107032046	010030107032124
010030107031006	010030107032049	010030107032096	010030107032060	010030107032219
010030107031007	010030107032133	010030107032232	010030107032271	010030107032256
010030107031011	010030107032063	010030107032250	010030107032092	010030107032201
010030107032030	010030107032167	010030107032165	010030107032108	010030107032265
010030107032218	010030107032290	010030107032114	010030107031010	010030107032220
010030107032130	010030107032225	010030107032171	010030107032110	010030107032073
010030107032237	010030107032277	010030107032078	010030107032254	010030107032258
010030107032205	010030107032253	010030107032228	010030107032155	010030107032194
010030107032216	010030107032259	010030107032261	010030107032099	010030107031009
010030107032087	010030107032251	010030107032074	010030107032095	010030107032037
010030107032136	010030107032255	010030107032075	010030107032140	010030107032217
010030107032062	010030107032047	010030107032236	010030107032117	010030107032264
010030107032166	010030107032170	010030107032066	010030107032278	010030107032276
010030107032080	010030107032221	010030107032173	010030107032032	010030107032252
010030107032214	010030107032183	010030107032210	010030107032268	010030107032160
010030107032157	010030107032282	010030107032245	010030107032239	010030107032285
010030107032226	010030107032215	010030107032134	010030107032244	010030107032186
010030107032081	010030107032137	010030107032033	010030107032178	010030107041010

010030107032156	010030107032243	010030107032034	010030107032275	010030107032105
010030107032071	010030107032206	010030107032082	010030107032044	010030107032083
010030107032147	010030107032175	010030107032279	010030107041014	010030107032139
010030107032238	010030107032176	010030107032038	010030107032090	010030107032103
010030107031008	010030107032094	010030107032042	010030107032036	010030107032098
010030107032235	010030107032213	010030107032061	010030107032287	010030107032127
010030107032041	010030107041009	010030107032269	010030107032192	010030107032208
010030107032202	010030107032116	010030107032168	010030107041020	010030107041019
010030107032257	010030107032212	010030107032184	010030107032181	010030107032153
010030107032058	010030107032077	010030107032151	010030107032283	010030107032084
010030107032057	010030107032207	010030107032187	010030107032070	010030107032089
010030107032043	010030107032113	010030107032128	010030107032280	010030107032204
010030107032126	010030107032234	010030107032112	010030107032227	010030107032240
010030107032260	010030107032263	010030107032199	010030107032174	010030107041013
010030107032273	010030107032161	010030107032056	010030107032031	010030107032230
010030107032272	010030107032203	010030107032163	010030107032040	010030107032209
010030107032266	010030107032169	010030107032067	010030107032289	010030107031001
010030107032189	010030107032068	010030107032101	010030107032246	010030107031002
010030107032145	010030107032132	010030107032100	010030107032223	010030107032079
010030107032191	010030107032045	010030107032159	010030107032179	010030107032224
010030107032262	010030107032131	010030107032125	010030107032154	010030107032185
010030107032211	010030107032180	010030107032249	010030107032150	010030107032072
010030107031015	010030107032158	010030107032141	010030107032247	010030107032152
010030107032142	010030107032177	010030107032162	010030107032242	010030107032109
010030107032144	010030107032121	010030107032231	010030107032281	010030107032102
010030107032111	010030107032248	010030107032104	010030107041018	010030107032148
010030107032193	010030107032086	010030107031003	010030107032172	010030107032195
010030107032064	010030107032229	010030107041011	010030107032088	010030107032222
010030107032149	010030107032190	010030107032091	010030107032039	010030107032233
010030107032120	010030107032129	010030107032069	010030107032288	010030107032138
010030107032267	010030107032115	010030107032097	010030107032085	010030107041113

VOTING PRECINCT 8				
Voting Place: Loxley, Ellisville Community Center				

Voting Precinct #8 is defined by the following GEOID Blocks:

010030109031017	010030109031032	010030109031038	010030109031019	010030109031018
010030109033013	010030109031016	010030109033015	010030109031035	010030109031020
010030109031031	010030109031008	010030109033005	010030109033004	010030109033018
010030109031015	010030109031028	010030109031009	010030109033022	010030109031036
010030109033017	010030109033019	010030109031064	010030109031030	010030109031033
010030109031065	010030109033023	010030109031027	010030109033011	010030109031037
010030109031007	010030109031039	010030109033003	010030109033012	010030109033016



010030109033014

010030109031029

010030109031034

010030109031070

VOTING PRECINCT 9				
Voting Place: Loxley Civic Center				

Voting Precinct #9 is defined by the following GEOID Blocks:

10030109043013	010030104002085	010030109031025	010030109031000	010030109031005
010030104002088	010030109032004	010030109043023	010030109043051	010030109043011
010030109033006	010030109031024	010030104002102	010030109033000	010030109031066
010030109043014	010030109031058	010030109032022	010030109043066	010030109043029
010030109043053	010030109043009	010030109043071	010030109031046	010030109031054
010030109043008	010030109043054	010030109043061	010030104002057	010030109032003
010030104002074	010030104002105	010030109043018	010030109031050	010030109031057
010030109033020	010030109031006	010030104002038	010030109043022	010030109043058
010030109043012	010030104002070	010030109031026	010030104002106	010030109043026
010030109033025	010030104002144	010030109043062	010030109031056	010030109043050
010030109033001	010030109031063	010030109043017	010030109043055	010030109043057
010030109031012	010030109031021	010030109032008	010030109031042	010030109033010
010030109043069	010030109043073	010030109031003	010030109043063	010030109031002
010030109032009	010030109031051	010030109033009	010030109031001	010030104002099
010030109043019	010030109043021	010030109033032	010030109031061	010030104002084
010030104002068	010030109031043	010030109033007	010030109043028	010030104002056
010030109043052	010030104002101	010030109043065	010030109043010	010030109043067
010030109031023	010030109031067	010030109031052	010030109032007	010030109032000
010030109031062	010030109031045	010030104002089	010030109031041	010030109033031
010030109043060	010030109031022	010030104002098	010030109031047	010030109032006
010030109031068	010030109031044	010030104002100	010030104002073	010030109032001
010030104002058	010030109031059	010030109043015	010030104002075	010030109043020
010030109031069	010030104002067	010030109031053	010030109031010	010030109033002
010030104002071	010030109043072	010030109043027	010030109031048	010030109043056
010030109043016	010030109033026	010030109043074	010030109031060	010030109031013
010030109043064	010030109032005	010030109031040	010030109033008	
010030104002076	010030104002107	010030109031055	010030109031011	
010030104002077	010030109043024	010030109032002	010030109031049	
010030109031004	010030104002161	010030109043025	010030109031014	

VOTING PRECINCT 10				
Voting Place: Point Clear St. Francis at the Point Anglican Church				

Voting Precinct #10 is defined by the following GEOID Blocks:

010030113001030

010030113001018

010030113001032

010030113001006

010039900000006

010030113001003	010030113001007	010030113001020	010030112021026	010030113001014
010030113004009	010030113004010	010030112021030	010030112022050	010030112021033
010030113001009	010030112021023	010030113001044	010030112021032	010030113001033
010030113001001	010030112022049	010030113001049	010030113001051	010030111022053
010030113004001	010030111021036	010030111022052	010030113001036	010030113001027
010030112021062	010030113001015	010030113001037	010030112021060	010030113001043
010030113001012	010030113004004	010030113001016	010030112021029	010030113001040
010030113001022	010030113001011	010030111022041	010030111021033	010030112021054
010030113004003	010030112021027	010030113001045	010030112021022	010030112021025
010030113004000	010030113001008	010030113001034	010030113001031	010030113001024
010030112021021	010030112021037	010030112021048	010030113001029	010030112021050
010030113001052	010030113001053	010030113001026	010030113001054	010030113004008
010030113004005	010030113001055	010030113001023	010030113004002	010030112021051
010030111021032	010030113001025	010030112021028	010030113001035	010030113004011
010030113001021	010030112021052	010030113004007	010030113001013	010030113001046
010030112021058	010030113001000	010030112022048	010030112021059	010030113001028
010030112021036	010030113001010	010030113001041	010030113001056	010030113004013
010030112021053	010030113001004	010030113001038	010030113001002	010030112021061
010030112021034	010030112022004	010030113001048	010030113001039	010030112021031
010030112021038	010030112021055	010030113001017	010030113004006	010030112022003
010030113001019	010030113001042	010030113001050	010030112021063	
010030113001047	010030113001057	010030113004012	010030113001005	
010030112021035	010030111022042	010030113004050	010030112021024	

VOTING PRECINCT 11				
Voting Place: Lottie Volunteer Fire Department				

Voting Precinct #11 is defined by the following GEOID Blocks:

010030101003218	010030101003140	010030101003162	010030101003094	010030101003221
010030101003222	010030101003235	010030101003164	010030101003159	010030101003225
010030101003093	010030101003157	010030101003170	010030101003150	010030101003161
010030101003088	010030101003194	010030101003148	010030101003091	010030101003155
010030101003165	010030101003160	010030101003202	010030101003182	010030101003166
010030101003096	010030101003244	010030101003224	010030101003185	010030101003099
010030101003139	010030101003230	010030101003187	010030101003186	010030101003154
010030101003163	010030101003090	010030101003097	010030101003245	010030101003156
010030101003138	010030101003141	010030101003181	010030101003250	010030101003152
010030101003188	010030101003220	010030101003223	010030101003100	010030101003168
010030101003158	010030101003098	010030101003226	010030101003231	010030101003229
010030101003137	010030101003095	010030101003147	010030101003234	010030101003227
010030101003092	010030101003089	010030101003228	010030101003101	010030101003167
010030101003070	010030101003151	010030101003153	010030101003149	010030102001000
010030101003232	010030101003201	010030101003200	010030101003233	010030102001005

<b>VOTING PRECINCT 12</b>
Voting Place: Stockton Civic Building

Voting Precinct #12 is defined by the following GEOID Blocks:

010030101003183	010030101002037	010030101002015	010030101002001	010030101002107
010030101003184	010030101002094	010030101002119	010030101002012	010030101003179
010030101003180	010030101002125	010030101001188	010030101003173	010030101002039
010030101003172	010030101002104	010030101001189	010030101002092	010030101002095
010030101002140	010030101002093	010030101002010	010030101002128	010030101002014
010030101002156	010030101002121	010030101002008	010030101003176	010030101002048
010030101002101	010030101002035	010030101002127	010030101002099	010030101002100
010030101002055	010030101001187	010030101002011	010030101002155	010030101001194
010030101002096	010030101002122	010030101002106	010030101002009	010030101001190
010030101002139	010030101002013	010030101001195	010030101003175	010030101002145
010030101002050	010030101003171	010030101001191	010030101002003	010030101002131
010030101002143	010030101002129	010030101003178	010030101003174	010030101002137
010030101002002	010030101002097	010030101002130	010030101002049	010030101002053
010030101001186	010030101003169	010030101002136	010030101002118	010030101002117
010030101001183	010030101002132	010030101002135	010030101001184	010030101002098
010030101002123	010030101002000	010030101002154	010030101002124	
010030101003177	010030101001196	010030101002126	010030101002103	

<b>VOTING PRECINCT 13</b>
Voting Place: Rabun Volunteer Fire Department

Voting Precinct #13 is defined by the following GEOID Blocks:

010030101003216	010030101003193	010030101002110	010030101002006	010030101002052
010030101003215	010030101002133	010030101003237	010030101002051	010030101003209
010030101002004	010030101003204	010030101002113	010030101002105	010030101002134
010030101002111	010030101002112	010030101003212	010030101003236	010030101003208
010030101003197	010030101003213	010030101002120	010030101003198	010030102001055
010030101002109	010030101003207	010030101003190	010030101003192	010030102001054
010030101002115	010030101003217	010030101003206	010030101003214	010030102001015
010030101003203	010030101002116	010030101003210	010030101003189	010030102001006
010030101003239	010030101002114	010030101003205	010030101003219	
010030101003196	010030101003199	010030101003191	010030101003211	
010030101002108	010030101003240	010030102001016	010030101003241	
010030101003238	010030101002005	010030101002007	010030101003195	

<b>VOTING PRECINCT 14</b>
Voting Place: Perdido Volunteer Fire Department Station #1

Voting Precinct #14 is defined by the following GEOID Blocks:

010030102001120	010030102002021	010030102001097	010030102001007	010030102001113
010030102001030	010030102002063	010030102001034	010030102001096	010030102002012
010030102001032	010030102001019	010030102002000	010030102002001	010030102001035
010030102001011	010030102002023	010030102001010	010030102001014	010030102002007
010030102001001	010030102001044	010030102001042	010030102002026	010030102001049
010030102002055	010030102002017	010030102002022	010030102001098	010030102001008
010030102002008	010030102002009	010030102001112	010030102001043	010030102002024
010030102002056	010030102002011	010030102002019	010030102001028	010030102001056
010030102002020	010030102001038	010030102002015	010030102001021	010030102002004
010030102001003	010030102001024	010030102001002	010030102001031	010030102001057
010030102002014	010030102002016	010030102001026	010030102001022	010030102001048
010030102002059	010030102001009	010030102001027	010030102001036	010030102001017
010030102001029	010030102001040	010030102001023	010030102001020	010030102001037
010030102002027	010030102001045	010030102001004	010030102002013	010030102001039
010030102002003	010030102001046	010030102002005	010030102001033	010030102002006
010030102001013	010030102001012	010030102002002	010030102001099	010030102001025
010030102002018	010030102001101	010030102001047	010030102001041	010030102002010
010030102002057	010030102002025	010030102001100	010030102001018	

<b>VOTING PRECINCT 15</b>
Voting Place: Bay Minette City Hall and Civic Center

Voting Precinct #15 is defined by the following GEOID Blocks:

010030103003103	010030105003054	010030105004011	010030103003026	010030102002052
010030103003099	010030103003016	010030102002058	010030103003008	010030103003037
010030104003005	010030103003159	010030103003027	010030104003027	010030102002030
010030103003023	010030103003087	010030103003113	010030103003013	010030103003092
010030103003015	010030102002050	010030103003030	010030103003012	010030104003017
010030103003022	010030102001050	010030103003085	010030103003035	010030102001086
010030102001121	010030105003025	010030102001064	010030103003018	010030106003015
010030103003021	010030103003088	010030102002032	010030102002045	010030105004008
010030102001122	010030104003016	010030103003084	010030103003011	010030105004037
010030105003011	010030104001004	010030102001068	010030104003138	010030102001085
010030102001058	010030103003114	010030103003089	010030103003093	010030105003012
010030103003014	010030103003031	010030103003020	010030105003001	010030102001083
010030103003025	010030105001024	010030105003055	010030103003034	010030106002025
010030102001126	010030102002054	010030103003024	010030104003000	010030105003050

010030105002008	010030102002031	010030102002046	010030105001018	010030106002004
010030105002002	010030105003051	010030103003090	010030103003107	010030105003019
010030102001075	010030105001058	010030102002062	010030106002030	010030103003112
010030103003000	010030102002051	010030106003025	010030105004025	010030105004016
010030105002045	010030102001081	010030105002053	010030105003009	010030105001041
010030105001026	010030102001133	010030105002031	010030103003108	010030105004047
010030102001115	010030106002026	010030104001015	010030106002027	010030102001109
010030102001070	010030105002039	010030102002035	010030105001086	010030102002028
010030105002006	010030105002012	010030106003022	010030103003005	010030105001063
010030103003115	010030102001117	010030105001007	010030105002030	010030106003047
010030105001065	010030103003121	010030102001080	010030105001028	010030105003044
010030102002044	010030105003005	010030105001061	010030105004021	010030102001084
010030105001044	010030102001095	010030102002047	010030105001040	010030102001103
010030105003041	010030106003017	010030105001043	010030105003036	010030105002013
010030105001016	010030105004015	010030105001072	010030105003015	010030106002009
010030105001060	010030105004057	010030105004019	010030105002004	010030105004017
010030105001022	010030105001035	010030106003009	010030105001039	010030105001034
010030103003105	010030103003007	010030102001061	010030102001072	010030102001132
010030105003027	010030105002019	010030104001016	010030105004054	010030105004001
010030106002023	010030102001071	010030105004006	010030103003109	010030106001021
010030103003116	010030104001005	010030102001060	010030102001079	010030105004048
010030106003016	010030105001002	010030105004031	010030105003006	010030104003008
010030105004049	010030103003032	010030105001077	010030102002060	010030106003042
010030105001079	010030105003048	010030105004007	010030102001074	010030105004053
010030105001055	010030105001030	010030105003043	010030102001104	010030102001130
010030104003010	010030105002034	010030102002029	010030105003033	010030102002041
010030105004003	010030102001131	010030106002037	010030105004027	010030104001009
010030106002028	010030105001031	010030102001063	010030105003035	010030106002031
010030105003003	010030105001081	010030105002026	010030102002039	010030105001078
010030105001013	010030102001106	010030106003048	010030105001019	010030102001125
010030105002014	010030104001003	010030102001105	010030105002027	010030105004051
010030105001005	010030104003001	010030105001080	010030103003028	010030105002046
010030105003021	010030104001018	010030106003045	010030106003056	010030105002024
010030104001001	010030105004052	010030105002050	010030103003117	010030105004058
010030106003046	010030102001077	010030105003028	010030105003047	010030105004010
010030102001067	010030105004014	010030105003037	010030105001032	010030105004043
010030105003039	010030105001009	010030102001118	010030105002052	010030102001051
010030105004036	010030103003091	010030105001048	010030105001017	010030105003052
010030105002040	010030103003086	010030105004022	010030104003015	010030105002028
010030105001027	010030103003110	010030105001029	010030105002048	010030105001075
010030105002029	010030105001020	010030106002007	010030105002016	010030105003000
010030105002036	010030105001064	010030105002017	010030105004000	010030105004056
010030105001074	010030102001123	010030105002042	010030105002001	010030105001050
010030102001128	010030103003017	010030105003008	010030106002036	010030106002015
010030105004035	010030105004039	010030103003101	010030105003049	010030102001127

010030102002042	010030105003045	010030105001062	010030106003055	010030105003007
010030105004012	010030104003013	010030106002008	010030102001108	010030105001003
010030103003019	010030105002000	010030102001082	010030105002021	010030103003029
010030106002002	010030106002034	010030105002049	010030106002003	010030103003150
010030104001006	010030102001111	010030102002033	010030105001083	010030105003004
010030102001076	010030104001007	010030105004026	010030105002035	010030102002040
010030106003060	010030105001068	010030105002007	010030106003044	010030105004030
010030106002022	010030105001073	010030102001091	010030105002005	010030103003106
010030105001059	010030105001053	010030105004041	010030104001008	010030106002029
010030103003095	010030105004032	010030105001021	010030105003031	010030106002021
010030102001065	010030105003032	010030103003006	010030103003010	010030104003003
010030102002048	010030105004050	010030105004042	010030104003011	010030105002043
010030105004020	010030105004038	010030105002010	010030106001022	010030102001069
010030105003046	010030104003007	010030105001085	010030106002018	010030105001015
010030103003151	010030105001006	010030102001053	010030104003002	010030102002049
010030105001004	010030103003111	010030105004024	010030106002005	010030102001052
010030105004059	010030105003056	010030105003040	010030105001084	010030103003004
010030105004034	010030106002006	010030105001047	010030102001090	010030105004004
010030103003104	010030105003030	010030102001078	010030106003023	010030106002017
010030104003012	010030103003102	010030105001001	010030102001124	010030103003002
010030102001093	010030105003034	010030105003017	010030106003007	010030105002018
010030102002037	010030105001066	010030106003008	010030105004044	010030102001087
010030105004046	010030105004023	010030105001056	010030102002036	010030105002023
010030105001000	010030102001116	010030106003021	010030105003023	010030103003094
010030105002009	010030105001069	010030102001114	010030106002019	010030105001033
010030105003042	010030102001073	010030104001002	010030104001017	010030106002012
010030105001042	010030105003013	010030105003018	010030105001049	010030105001076
010030105001023	010030105003029	010030105001010	010030105001008	010030105004040
010030106003004	010030102001094	010030105001025	010030103003003	010030102002053
010030105002044	010030102001134	010030103003097	010030105003020	010030105002003
010030106002024	010030105001014	010030105003026	010030106002016	010030103003096
010030105002041	010030105001046	010030106002001	010030106002035	010030105001038
010030105001052	010030106002010	010030102001062	010030106002020	010030105002032
010030103003033	010030105004009	010030103003100	010030106003043	010030104003004
010030106002013	010030103003158	010030105001054	010030102001129	010030102001102
010030106003024	010030104003026	010030105004002	010030106002000	010030102002043
010030105001082	010030105004033	010030102001059	010030105003016	010030102001110
010030102001092	010030105004013	010030105003038	010030102002061	010030105003024
010030105004045	010030105002047	010030105001051	010030105004005	010030104003014
010030105002051	010030105001036	010030103003149	010030103003001	010030105004028
010030105001011	010030105004055	010030103003098	010030106003003	010030105001045
010030102001107	010030105002037	010030104003006	010030106002014	010030105003022
010030105001012	010030102002034	010030102001066	010030105001057	010030102001088
010030105002038	010030102001119	010030105003002	010030105001067	010030105002025
010030102001089	010030105002011	010030105002020	010030103003009	

010030105004018	010030105002022	010030105003010	010030105003014	010030104003009
010030105001070	010030105003053	010030105001071	010030105001037	010030106002011
010030105002015	010030105004029	010030102002038	010030105002033	

<b>VOTING PRECINCT 16</b>
Voting Place: Pine Grove Volunteer Fire Department Station #1

Voting Precinct #16 is defined by the following GEOID Blocks:

010030103001038	010030106003001	010030104003024	010030104003052	010030104003077
010030104003021	010030104003054	010030106003011	010030106003005	010030106003010
010030104003020	010030104003056	010030104003033	010030106003032	010030104003028
010030106003037	010030104003032	010030106003035	010030104003031	010030104003102
010030106003033	010030104003051	010030106003014	010030104003045	010030106003012
010030106003030	010030106003006	010030104003042	010030104003023	010030104003049
010030106003038	010030106003059	010030103001037	010030106003013	010030106003053
010030104003025	010030106003052	010030104003104	010030106003031	010030106003040
010030106003036	010030104003055	010030103001039	010030104003029	010030106003039
010030106003002	010030106003000	010030104003030	010030106003034	010030106003054
010030104003018	010030104003019	010030104003064	010030104003044	010030104003046
010030104003053	010030104003022	010030106003041	010030104003050	

<b>VOTING PRECINCT 17</b>
Voting Place: White House Fork Volunteer Fire Department

Voting Precinct #17 is defined by the following GEOID Blocks:

010030103001035	010030103002076	010030103002067	010030103002062	010030103002080
010030103002000	010030103002055	010030103002066	010030103002069	010030103002079
010030103001029	010030103001049	010030103002008	010030103001048	010030103002072
010030103001022	010030103002065	010030103001031	010030103002001	010030103001052
010030103001047	010030103001025	010030103001045	010030103002073	010030103001027
010030103001026	010030103002059	010030103002057	010030103001028	010030103001034
010030103001036	010030103002060	010030103001032	010030103002074	010030103001033
010030103001046	010030103002070	010030103002172	010030103002048	010030103002075
010030103001051	010030103002058	010030103002068	010030103002061	010030103002056
010030103001024	010030103001050	010030103001030	010030103002064	
010030103002071	010030103002054	010030103002063	010030103001023	

<b>VOTING PRECINCT 18</b>
Voting Place: Stapleton Volunteer Fire Department

Voting Precinct #18 is defined by the following GEOID Blocks:

010030104003076	010030104003152	010030104002072	010030104003096	010030104003074
010030104002040	010030103002091	010030104003079	010030104002095	010030104002030
010030104002061	010030104003084	010030103002085	010030104002166	010030104002103
010030103001059	010030104002052	010030104003060	010030104003093	010030104002063
010030103002170	010030104003142	010030104002041	010030104003094	010030103002078
010030104002027	010030104003067	010030103002088	010030104002022	010030104003087
010030104002045	010030103002089	010030104003066	010030104002086	010030104002163
010030104002043	010030104003068	010030104002179	010030104002156	010030104003100
010030103001055	010030104003090	010030103001057	010030104003101	010030104003057
010030104003069	010030104003078	010030104003103	010030103002083	010030104002062
010030103001063	010030104003080	010030104003092	010030103001061	010030104002093
010030104002059	010030104002177	010030104003062	010030104002044	010030104003071
010030104002032	010030104002173	010030104002029	010030103001066	010030104002170
010030104002090	010030104003081	010030104002026	010030104002055	010030104002033
010030104002034	010030104002096	010030104003086	010030104002176	010030104003131
010030103001058	010030104002060	010030103001065	010030104003059	010030104002025
010030104003097	010030104003143	010030104003147	010030104003082	010030104002051
010030104002023	010030104003061	010030103001064	010030103001060	010030104002048
010030104002024	010030104003083	010030104002171	010030104002094	010030104002064
010030104002169	010030104002104	010030104002065	010030104003099	010030104002164
010030104003146	010030103002084	010030104003144	010030103002166	010030104002049
010030104002066	010030104003098	010030104003058	010030104002180	010030107032003
010030104002039	010030104002175	010030104003070	010030104003075	010030107032029
010030104003091	010030104002167	010030104002145	010030104003148	010030107032028
010030104002172	010030104003145	010030103001054	010030104002053	010030107032001
010030103001069	010030103001067	010030104003063	010030104002031	010030107032004
010030104002174	010030104002028	010030104002165	010030103001053	010030103002169
010030104003153	010030104002158	010030104002054	010030104002091	010030107032002
010030103002077	010030104002178	010030104002157	010030104002146	010030107032027
010030104003089	010030104002050	010030104003095	010030104002047	010030107032020
010030104002035	010030104002168	010030104003150	010030104002036	010030107032000
010030103002171	010030104003072	010030103001056	010030103001068	010030107032019
010030104003073	010030104003130	010030104002042	010030103002090	
010030103001062	010030104003065	010030104002092	010030104003151	
010030104002037	010030103001070	010030104002097	010030104002046	
010030104003085	010030103002165	010030104002087	010030104003088	

<b>VOTING PRECINCT 19</b>
Voting Place: Gateswood Volunteer Fire Department

Voting Precinct #19 is defined by the following GEOID Blocks:



010030104002155	010030104001156	010030104001074	010030104001025	010030104001039
010030104003113	010030104001041	010030104003125	010030104003111	010030104001065
010030104003048	010030104001058	010030104003035	010030104003037	010030104003106
010030104003134	010030104001180	010030104003126	010030104001027	010030104003039
010030104002003	010030104001037	010030104001051	010030104001061	010030104003038
010030104003136	010030104001075	010030104001043	010030104003040	010030104001056
010030104003135	010030104003110	010030104001040	010030104001045	010030104001026
010030104001070	010030104001071	010030104001035	010030104001021	010030104001031
010030104001052	010030104001064	010030104001049	010030104001019	010030104001157
010030104001073	010030104003133	010030104001048	010030104003108	010030104003115
010030104001046	010030104001030	010030104001023	010030104001076	010030104001159
010030104003137	010030104003139	010030104001020	010030104003112	010030104003047
010030104001155	010030104001158	010030104003105	010030104001181	010030104001038
010030104001154	010030104003043	010030104003121	010030104001072	010030104003117
010030104001044	010030104001078	010030104001034	010030104001042	010030104001036
010030104001060	010030104001024	010030104003129	010030104001057	010030104003034
010030104002004	010030104003116	010030104003119	010030104003118	010030104001054
010030104003149	010030104003132	010030104001028	010030104001047	010030104001069
010030104001152	010030104003107	010030104001063	010030104001182	010030104003127
010030104003120	010030104001032	010030104001183	010030104001012	010030104003140
010030104002006	010030104003114	010030104003122	010030104003141	010030109033013
010030104002000	010030104001050	010030104001059	010030104001077	010030104002001
010030104001033	010030104003109	010030104001022	010030104003124	010030104002005
010030104001055	010030104003041	010030104001014	010030104003036	
010030104001011	010030104001079	010030104003123	010030104003128	

VOTING PRECINCT 20				
Voting Place: Daphne High School Trojan Hall				

Voting Precinct #20 is defined by the following GEOID Blocks:

010030107041095	010030107041076	010030107052032	010030107042001	010030107041043
010030107041086	010030107042014	010030107041041	010030107041008	010030107041114
010030107041069	010030107041075	010030107042000	010030107041032	010030107041047
010030107041094	010030107041082	010030107042021	010030107041023	010030107041081
010030107041073	010030107041068	010030107041112	010030107041024	010030107041093
010030107041044	010030107042023	010030107041110	010030107041111	010030107041085
010030107041040	010030107042041	010030107042005	010030107041049	010030107041117
010030107041017	010030107041036	010030107041045	010030107042032	010030107042018
010030107041091	010030107042011	010030107042026	010030107041122	010030107042012
010030107041084	010030107042010	010030107041100	010030107041007	010030107041077
010030107041087	010030107041015	010030107042029	010030107042040	010030107042046
010030107041025	010030107042015	010030107042009	010030107041123	010030107042007
010030107041107	010030107041026	010030107042043	010030107041066	010030107041083

010030107041118	010030107042002	010030107031073	010030107051030	010030107051021
010030107041092	010030107041105	010030107031114	010030107051157	010030107031207
010030107041079	010030107041035	010030107051152	010030107051146	010030107051053
010030107041115	010030107042031	010030107051153	010030107051055	010030107031100
010030107042024	010030107041039	010030107031042	010030107031047	010030107042033
010030107031005	010030107041124	010030107031092	010030107051011	010030107051014
010030107041089	010030107041108	010030107031117	010030107051162	010030107031067
010030107041016	010030107042039	010030107051158	010030107031051	010030107031116
010030107041125	010030107041021	010030107051000	010030107031048	010030107031191
010030107042017	010030107041033	010030107031063	010030108003004	010030107051159
010030107041101	010030107041046	010030107051170	010030107031190	010030107051028
010030107041042	010030107041038	010030107051026	010030107031050	010030107031059
010030107041004	010030107041090	010030107031017	010030107031012	010030107031054
010030107042044	010030107041005	010030107051168	010030107031188	010030107051164
010030107041078	010030107041028	010030107031016	010030107031045	010030107051176
010030107041103	010030107042003	010030107031058	010030107031215	010030107031064
010030107041031	010030107042025	010030107051012	010030107051154	010030107031168
010030107041006	010030107041003	010030107031096	010030107031065	010030107051010
010030107041099	010030107041097	010030107051001	010030107042034	010030107031107
010030107041102	010030107041029	010030107051029	010030107031209	010030108003009
010030107042013	010030107041088	010030107031110	010030107051031	010030107051013
010030107041080	010030107041074	010030108003006	010030107051009	010030107051007
010030107041067	010030107042042	010030107051008	010030107051006	010030107031151
010030107042004	010030107041113	010030107051173	010030108003007	010030107051166
010030107042028	010030107041071	010030107051163	010030107031069	010030108003015
010030107042019	010030107041116	010030107031152	010030107031115	010030107031189
010030107042016	010030107041030	010030107051054	010030107031109	010030107051151
010030107042045	010030107041120	010030107031097	010030107031113	010030107031046
010030107041027	010030107041022	010030107031111	010030107051015	010030107051020
010030107041048	010030107041104	010030107031068	010030107051019	010030107051141
010030107041098	010030107041034	010030107031053	010030107031186	010030107051160
010030107042006	010030107031094	010030107031066	010030107042037	010030107031108
010030107041126	010030107031061	010030107042035	010030107031187	010030107031014
010030107041072	010030107031057	010030107031118	010030108003001	010030107051005
010030107042008	010030107031093	010030107031072	010030107051016	010030107051167
010030107041037	010030107031062	010030107051165	010030107051142	010030107051147
010030107041121	010030107051156	010030107051161	010030107031049	010030107042038
010030107042022	010030107031044	010030107031052	010030107051150	010030107051003
010030107042020	010030107051002	010030107042036	010030107031112	010030107051143
010030107042027	010030107031153	010030107031098	010030107031013	010030107051017
010030107041109	010030107031018	010030107031208	010030107051155	010030108003008
010030107042030	010030107031095	010030107031071	010030107051004	010030108003005
010030107041106	010030107031043	010030107031214	010030107051027	010030107051169

010030107051023	010030107051022	010030107031055	010030107051144	010030108003000
010030107051018	010030107051171	010030107051149	010030107051145	
010030107031070	010030107051024	010030108003003	010030107031060	

VOTING PRECINCT 21
Voting Place: Clear Springs United Methodist Church Fellowship Hall

Voting Precinct #21 is defined by the following GEOID Blocks:

010030104001176	010030104001109	010030104001103	010030104001184	010030104001123
010030104001139	010030104001105	010030104001153	010030104001108	010030104001124
010030104001104	010030104001128	010030104001167	010030104001149	010030104001062
010030104001085	010030104001160	010030104001102	010030104001171	010030104001107
010030104001100	010030104001068	010030104001098	010030104001165	010030104001179
010030104001134	010030104001088	010030104001083	010030104001133	010030104001137
010030104001094	010030104001132	010030104001126	010030104001066	010030104001117
010030104001175	010030104001130	010030104001188	010030104001178	010030104001170
010030104001166	010030104001136	010030104001185	010030109042010	010030104001082
010030104001118	010030104001186	010030104001172	010030104001081	010030104001135
010030104001067	010030104001089	010030104001084	010030104001110	010030104001087
010030104001173	010030104001096	010030104001122	010030104001090	010030104001113
010030104001138	010030104001169	010030104001120	010030104001101	010030104001086
010030104001164	010030104001163	010030104001151	010030104001125	010030104001092
010030104001129	010030104001116	010030104001080	010030104001162	010030104001111
010030104001191	010030104001131	010030104001150	010030104001119	010030104001106
010030104001053	010030104001177	010030104001114	010030104001148	010030104001115
010030104001168	010030104001121	010030104001091	010030104001174	010030104001093
010030104001095	010030104001112	010030104001099	010030104001140	
010030104001127	010030104001189	010030104001161	010030104001097	

<b>VOTING PRECINCT 22</b>
Voting Place: Rosinton United Methodist Church

Voting Precinct #22 is defined by the following GEOID Blocks:

010030109041031	010030104002130	010030109041003	010030104002021	010030104002160
010030104001143	010030104002113	010030104002122	010030104002012	010030104002148
010030104002132	010030104002109	010030104002078	010030104002069	010030109043049
010030109041020	010030109043033	010030104002112	010030104002151	010030104002083
010030104002002	010030109043001	010030109043006	010030104002129	010030104002137
010030104002136	010030104001142	010030109043002	010030104002142	010030104002116
010030104001145	010030104001147	010030104002140	010030104002018	010030104002007
010030109041002	010030104002080	010030109043032	010030104002081	010030104002014
010030109043040	010030104002020	010030109041005	010030104002015	010030104002139
010030109043004	010030109043035	010030104002009	010030109041007	010030104001146
010030109041006	010030104002135	010030104002149	010030104002153	010030109041013
010030109041029	010030104002117	010030109043034	010030109041001	010030104002125
010030104001144	010030109041030	010030104002124	010030109043046	010030109043059
010030104002141	010030109043037	010030104002147	010030109041010	010030104002120
010030109043036	010030109041028	010030104002115	010030104002128	010030109041027
010030104002134	010030104002126	010030104002123	010030104001190	010030104002017
010030109041000	010030104002079	010030104002008	010030109041011	010030104002150
010030109041025	010030109041023	010030109041026	010030104002016	010030104002131
010030104002119	010030109043039	010030104002108	010030104001141	010030109043007
010030109041014	010030109043030	010030109041033	010030104002127	010030109043042
010030109043041	010030109041004	010030104002133	010030109041009	010030109043005
010030104002111	010030104002118	010030104002121	010030109041012	010030104002154
010030104002152	010030104002143	010030104002138	010030104002019	010030109043000
010030109043031	010030104002010	010030109043003	010030109041021	010030104002114
010030109043038	010030104002082	010030104002011	010030104002013	
010030104002110	010030104002159	010030104002162	010030109041008	

<b>VOTING PRECINCT 23</b>
Voting Place: Belforest Christian Church

Voting Precinct #23 is defined by the following GEOID Blocks:

010030107031025	010030107031212	010030109033028	010030107031020	010030107031087
010030107031084	010030107031213	010030109051071	010030109033030	010030109051016
010030107031019	010030107031088	010030107031083	010030107031089	010030107031024
010030107031086	010030107031023	010030109051004	010030107031022	010030109051070
010030109033029	010030107031021	010030109051015	010030107031081	010030107031090
010030107031085	010030107031027	010030107031038	010030107031036	010030107031035
010030107031031	010030107031041	010030107031082	010030107031078	010030107031040
010030107031056	010030107031228	010030107031074	010030107031030	010030107031075
010030107031034	010030107031080	010030107031037	010030107031099	010030107031229
010030107031032	010030107031033	010030107031028	010030107031026	010030107031077
010030107031039	010030107031091	010030107031079	010030107031029	010030107031076

<b>VOTING PRECINCT 24</b>
Voting Place: Silverhill Community Center

Voting Precinct #24 is defined by the following GEOID Blocks:

010030109032016	010030109032020	010030109052046	010030109051031	010030109052038
010030109053010	010030109051026	010030109051007	010030109053012	010030109052048
010030109051011	010030109052033	010030109032041	010030109032032	010030109051010
010030109051008	010030109051035	010030109053056	010030109051052	010030109051027
010030109032031	010030109051032	010030109051041	010030109052043	010030109052049
010030109051006	010030109053053	010030109051022	010030109052065	010030109032049
010030109032024	010030109032018	010030109052036	010030109052056	010030109052050
010030109053046	010030109032029	010030109032038	010030109032030	010030109052057
010030109032013	010030109033027	010030109052063	010030109052030	010030109032050
010030109052024	010030109051036	010030109052053	010030109032034	010030109052054
010030109033024	010030109051021	010030109051040	010030109032043	010030109052058
010030109053042	010030109052064	010030109053043	010030109051029	010030109052032
010030109052055	010030109051003	010030109052044	010030109052060	010030109032012
010030109051028	010030109052040	010030109032039	010030109032021	010030109051030
010030109032019	010030109052039	010030109051037	010030109052034	010030109052041
010030109053001	010030109051020	010030109051042	010030109053052	010030109051002
010030109052026	010030109052035	010030109032048	010030109052042	010030109051053
010030109051000	010030109052037	010030109051038	010030109053013	010030109052059
010030109052028	010030109053000	010030109051034	010030109051043	010030109051044
010030109052047	010030109052062	010030109032023	010030109032042	010030109032011
010030109053045	010030109051009	010030109051033	010030109053054	010030109051045
010030109051012	010030109051039	010030109052045	010030109032033	010030109032015
010030109052029	010030109032044	010030109053044	010030109052025	010030109032027
010030109032026	010030109052051	010030109051005	010030109052052	010030109032046
010030109032025	010030109051055	010030109051013	010030109052027	010030109032036

010030109052127	010030109053055	010030109032028	010030109051001	010030109032045
010030109052031	010030109032037	010030109032014	010030109032017	
010030109032035	010030109051025	010030109051054	010030109051014	
010030109052061	010030109032047	010030109053011	010030109032040	

VOTING PRECINCT 25
Voting Place: PZK Hall

Voting Precinct #25 is defined by the following GEOID Blocks:

010030109061007	010030109061029	010030109053050	010030109061032	010030109061025
010030109061001	010030109062020	010030109053018	010030109052097	010030109053037
010030109061009	010030109052071	010030109052088	010030109062015	010030109062038
010030109063028	010030109061008	010030109063012	010030109061027	010030109061024
010030109053006	010030109061010	010030109052086	010030109063006	010030109052125
010030109061016	010030109062030	010030109061034	010030109063017	010030109052072
010030109063007	010030109061045	010030109052084	010030109062023	010030109053027
010030109062002	010030109052105	010030109052085	010030109053020	010030109061019
010030109043068	010030109063019	010030109052080	010030109062006	010030109052011
010030109063026	010030109061004	010030109061002	010030109062025	010030109052023
010030109052021	010030109053008	010030109052128	010030109061026	010030109053024
010030109061013	010030109052076	010030109063023	010030109053003	010030109061037
010030109063002	010030109061021	010030109052070	010030109062017	010030109052000
010030109061012	010030109062014	010030109061031	010030109062003	010030109052099
010030109063000	010030109061048	010030109052089	010030109052077	010030109062033
010030109061006	010030109063013	010030109052020	010030109053040	010030109053015
010030109043070	010030109061039	010030109053007	010030109063020	010030109053038
010030109061000	010030109053025	010030109063016	010030109053021	010030109062039
010030109061003	010030109061042	010030109063010	010030109052009	010030109062011
010030109052010	010030109053033	010030109061014	010030109061022	010030109052013
010030109052003	010030109053047	010030109032010	010030109061035	010030109062008
010030109061017	010030109063009	010030109061020	010030109062022	010030109063029
010030109062007	010030109052079	010030109063025	010030109053016	010030109052098
010030109052092	010030109061011	010030109061018	010030109053023	010030109063003
010030109062009	010030109053034	010030109062032	010030109053005	010030109062031
010030109052002	010030109062018	010030109052016	010030109052019	010030109062016
010030109052018	010030109052083	010030109053030	010030109062019	010030109063027
010030109052074	010030109062004	010030109053002	010030109053017	010030109062037
010030109061028	010030109053036	010030109053035	010030109053019	010030109052075
010030109061044	010030109052095	010030109052106	010030109052126	010030109061046
010030109053022	010030109063014	010030109052012	010030109053031	010030109053032
010030109053014	010030109061041	010030109053009	010030109062036	010030109061023
010030109062012	010030109052008	010030109052007	010030109062024	010030109053051
010030109052096	010030109052015	010030109063024	010030109052078	010030109061033

010030109062000	010030109063021	010030109052087	010030109061047	010030109052091
010030109052017	010030109062027	010030109062029	010030110002103	010030109063004
010030109052093	010030109061040	010030109053026	010030109053029	010030109062005
010030109053028	010030109063008	010030109052073	010030109063001	010030109063005
010030109063015	010030109062034	010030109062001	010030109063030	010030110002102
010030109053049	010030109063022	010030109052090	010030109052081	010030109052022
010030109063011	010030109062035	010030109052094	010030109052082	010030109061005
010030109061038	010030109053004	010030109052001	010030109052014	010030109061043
010030109053039	010030109053041	010030109062028	010030109062010	010030109053048
010030109061049	010030109062013	010030109052124	010030109061036	010030109052005
010030109052006	010030109062026	010030109052004	010030109061030	
010030109061015	010030109052104	010030109063018	010030109062021	

<b>VOTING PRECINCT 26</b>
Voting Place: Bethel Baptist Church

Voting Precinct #26 is defined by the following GEOID Blocks:

010030109042011	010030109041036	010030109042015	010030109042021	010030109041046
010030109042014	010030109041041	010030109041044	010030109042016	010030109042013
010030109041022	010030109042022	010030109041047	010030109043045	010030109041043
010030109042009	010030109042017	010030109043048	010030109041040	010030109041024
010030110002000	010030109041018	010030109041042	010030109042019	010030109043043
010030109041037	010030109042023	010030109041035	010030109041034	010030109041048
010030109041032	010030109042037	010030109041049	010030109043047	010030109042024
010030109042059	010030109041045	010030109041016	010030109041038	
010030109041015	010030109041039	010030109043044	010030109042012	

<b>VOTING PRECINCT 27</b>
Voting Place: Seminole Fire House

Voting Precinct #27 is defined by the following GEOID Blocks:

010030109042000	010030109042067	010030109042083	010030109042088	010030109042058
010030109042038	010030109042027	010030109042002	010030109042032	010030109042005
010030109042001	010030109042055	010030109042040	010030109042082	010030109042084
010030109042049	010030109042057	010030109042062	010030109042079	010030109042036
010030109042075	010030109042054	010030109042068	010030109042044	010030109042069
010030109042053	010030109042085	010030109042063	010030109042006	010030109042039
010030104001187	010030109042076	010030109042048	010030109042052	010030109042087
010030109042045	010030109042066	010030109042050	010030109042042	010030109042071
010030109042030	010030109042047	010030109042073	010030109042031	010030109042003
010030109042043	010030109042061	010030109042004	010030109042077	010030109042041
010030109042056	010030109042033	010030109042070	010030109042029	010030109042078

010030109042072	010030109042028	010030109042074	010030109042035
010030109042081	010030109042060	010030109042007	010030109042089
010030109042034	010030109042080	010030109042090	010030109042026

<b>VOTING PRECINCT 28</b>
Voting Place: Lillian Community Club

Voting Precinct #28 is defined by the following GEOID Blocks:

010030116022025	010030116021006	010030116022014	010030116021038	010030116021022
010030116011004	010030116013000	010030116022003	010030116022038	010030116021003
010030116011038	010030116023059	010030116011096	010030116021025	010030116011039
010030116024002	010030116022049	010030116021021	010030116024045	010030116024006
010030116011050	010030116022026	010030116021024	010030116024013	010030116024018
010030116022018	010030116011048	010030116021012	010030116024050	010030116024029
010030116011002	010030116022000	010030116024042	010030116021041	010030116022043
010030116021020	010030116022002	010030116024019	010030116021008	010030116022022
010030116022048	010030116022046	010030116024015	010030116022055	010030116024028
010030116024000	010030116011049	010030116011110	010030116024001	010030116021010
010030116011041	010030116022020	010030116023009	010030116022039	010030116024031
010030116011010	010030116024043	010030116021011	010030116021013	010030116022017
010030116022019	010030116023001	010030116021031	010030116024008	010030116022010
010030116022007	010030116024033	010030116011006	010030116022044	010030116024005
010030116011011	010030116022023	010030116024047	010030116021029	010030116022040
010030116022028	010030116022047	010030116024032	010030116024035	010030116022008
010030116021019	010030116011000	010030116023060	010030116022045	010030116024037
010030116013002	010030116022011	010030116023002	010030116022024	010030116022006
010030116021000	010030116011040	010030116024012	010030116022056	010030116021007
010030116011043	010030116011080	010030116024048	010030116021037	010030116024016
010030116022016	010030116013001	010030116021033	010030116022041	010030116021001
010030116011014	010030116023000	010030116024011	010030116022029	010030116022021
010030116011042	010030116023011	010030116024041	010030116021027	010030116023006
010030116023010	010030116023004	010030116011081	010030116024049	010030116011051
010030110002036	010030116024044	010030116024030	010030116021026	010030116024004
010030116023008	010030116021009	010030116021028	010030116022042	010030116024027
010030116011106	010030116024023	010030116024025	010030116024036	010030116024017
010030116022001	010030116021004	010030116024038	010030116011007	010030116021036
010030116022015	010030116022009	010030116011005	010030116011044	010030116021032
010030116024021	010030116011013	010030116011012	010030116021040	010030116024014
010030116011046	010030116022004	010030116022052	010030116021014	010030116024020
010030116011047	010030116021018	010030116021035	010030116022053	010030116021034
010030116011097	010030116022030	010030116022032	010030116021002	010030116011109



010030116022031	010030116022037	010030116024040	010030116022054	010030116022027
010030116021039	010030116024022	010030116022051	010030116024053	010030116022005
010030116021015	010030116023007	010030116022036	010030116022033	010030116024010
010030116024007	010030116024003	010030116021030	010030116021017	010030116024046
010030116024034	010030116022034	010030116024024	010030116011009	010030116024052
010030116022050	010030116021016	010030116024009	010030116024051	010030116022013
010030116024054	010030116021023	010030116023005	010030116021005	010030116022035
010030116024039	010030116022012	010030116024026	010030116011045	

<b>VOTING PRECINCT 29</b>
Voting Place: Perdido Beach Volunteer Fire Department

Voting Precinct #29 is defined by the following GEOID Blocks:

010030116013005	010030116023012	010030116023023	010030116023027	010030116023033
010030116013016	010030116023026	010030116023038	010030116013020	010030116023041
010030116023028	010030116023015	010030116023043	010030116013011	010030116023013
010030116013041	010030116023055	010030116023050	010030116013008	010030116023021
010030116023039	010030116023014	010030116023034	010030116023058	010030116023040
010030116013009	010030116023054	010030116013013	010030116013004	010030116023036
010030116023057	010030116013012	010030116013018	010030116012002	010030116012001
010030116023030	010030116023052	010030116013021	010030116012003	010030116023017
010030116013006	010030116023022	010030116023031	010030116023016	010030116023042
010030116012000	010030116023020	010030116013010	010030116013007	010030116013023
010030116023035	010030116023056	010030116013014	010030116013024	010030116023029
010030116023044	010030116013074	010030116013022	010030116023024	010030116013019
010030116013003	010030116023051	010030116013015	010030116013073	
010030116023048	010030116023049	010030116023025	010030116023053	

<b>VOTING PRECINCT 30</b>
Voting Place: Marlow/Fish River Volunteer Fire Department

Voting Precinct #30 is defined by the following GEOID Blocks:

010030109051066	010030114015005	010030114011005	010030110001020	010030114015001
010030114015013	010030110001021	010030109051067	010030109051064	010030110001031
010030110001088	010030110001086	010030114015000	010030109051050	010030109051024
010030109051023	010030109051018	010030109051056	010030110001027	010030109051060
010030110001018	010030114015011	010030109051062	010030114015002	010030110001032
010030110001087	010030110001019	010030109051046	010030109051051	010030110001024
010030109051063	010030114015014	010030110001029	010030109051065	010030110001022
010030110001015	010030114015010	010030110001037	010030109051048	010030109051049
010030110001017	010030110001042	010030110001016	010030109051059	010030110001014

010030114015009	010030110001035	010030110001023	010030109051019	010030114015012
010030110001028	010030110001038	010030109051047	010030114011006	010030110001039
010030110001025	010030114015003	010030110001034	010030109051061	
010030110001026	010030109051058	010030114015004	010030110001033	
010030110001030	010030110001013	010030109051068	010030110001036	

VOTING PRECINCT 31
Voting Place: Summerdale Community Center

Voting Precinct #31 is defined by the following GEOID Blocks:

010030110001005	010030110002023	010030110002011	010030110002031	010030109052110
010030109052100	010030115011027	010030110002033	010030109052116	010030110002077
010030110001073	010030110002005	010030110002016	010030110002076	010030109052067
010030110002059	010030115011039	010030110002044	010030110002047	010030110001055
010030110002014	010030109052109	010030110001051	010030109052069	010030110002002
010030109052115	010030110002022	010030110002028	010030110002013	010030110002051
010030115011043	010030110001070	010030109052102	010030110002056	010030110002085
010030115011032	010030114011003	010030110002029	010030114011001	010030110002095
010030110001075	010030115011030	010030110002070	010030110002057	010030109052122
010030109052120	010030110001072	010030110001062	010030110001010	010030110002110
010030110002020	010030110001011	010030109052111	010030110001069	010030115011018
010030115011041	010030110001085	010030110001082	010030109052107	010030110001048
010030110001065	010030110001007	010030110002094	010030115011151	010030115011149
010030110002006	010030110001063	010030110002082	010030110001066	010030110002071
010030110002106	010030110002026	010030110002074	010030110002062	010030110002109
010030110001091	010030110002004	010030109052114	010030110002037	010030110002069
010030110001000	010030110001009	010030110002021	010030110002091	010030110001003
010030110001043	010030110001006	010030110002041	010030110002039	010030115011017
010030110001084	010030115011035	010030110002104	010030110002105	010030110002065
010030110002025	010030115011040	010030115011025	010030110001071	010030115011034
010030114011004	010030115011014	010030110002064	010030110002066	010030110002053
010030110002038	010030110002097	010030110002019	010030110002089	010030110001045
010030115011038	010030110001080	010030110002009	010030110002096	010030110002049
010030110002099	010030114011000	010030110002081	010030110002018	010030110001056
010030110002012	010030110001074	010030110002101	010030110001079	010030110002008
010030115011020	010030109052118	010030110002084	010030110002034	010030110002043
010030115011029	010030115011042	010030109052112	010030114011002	010030115011028
010030110001050	010030110001001	010030110002088	010030115011021	010030110002080
010030110002024	010030110002083	010030110002108	010030110002093	010030110002113
010030110002035	010030110001044	010030110001081	010030110001052	010030110002027
010030110002001	010030110002086	010030110001064	010030110001060	010030110002072
010030110002042	010030110002003	010030110002048	010030109052121	010030110001077

010030110002015	010030109052103	010030109052117	010030110001046	010030110002046
010030110002045	010030115011148	010030115011036	010030110001068	010030110002030
010030110002054	010030110002114	010030110001061	010030110001076	010030110002092
010030110002007	010030110002090	010030109052066	010030115011037	010030110001047
010030115011024	010030110002055	010030115011016	010030110002067	010030110002075
010030110001058	010030110001054	010030110001053	010030110002061	010030110002073
010030115011013	010030109052068	010030115011026	010030110001002	010030115011019
010030110002040	010030109052101	010030110001012	010030109052108	010030110002058
010030115011031	010030110001059	010030110001049	010030110002111	010030110001057
010030110002050	010030110001067	010030109052123	010030110002010	010030115011033
010030110002032	010030110002107	010030110002100	010030110002087	010030115011015
010030109052113	010030109052119	010030110001083	010030110001078	010030110002063
010030110001008	010030110001004	010030110002017	010030110002098	
010030110002052	010030110002078	010030110002079	010030110001089	
010030110002112	010030110002068	010030110002060	010030110001090	

VOTING PRECINCT 32
Voting Place: Elberta Civic Center

Voting Precinct #32 is defined by the following GEOID Blocks:

010030116011077	010030116012077	010030116012086	010030116012040	010030116011064
010030116011079	010030116011018	010030116012079	010030115024009	010030116012068
010030116011085	010030116011034	010030116011052	010030115023063	010030116012097
010030116011082	010030116011056	010030116012018	010030116014006	010030116012047
010030116011086	010030116011053	010030116014008	010030116011021	010030116012044
010030116011084	010030116012071	010030116012070	010030116012034	010030115023070
010030116011083	010030116011017	010030116012041	010030116012057	010030116012081
010030116011078	010030116012113	010030116012025	010030116011107	010030116012073
010030116012014	010030116012024	010030116012017	010030115023069	010030116012103
010030116012004	010030116012009	010030116011015	010030115023065	010030116012008
010030116012015	010030116011035	010030115023010	010030115024006	010030116012042
010030116012016	010030116011033	010030116012062	010030116012076	010030116012046
010030116012006	010030115024078	010030116011037	010030116012039	010030116012112
010030116012005	010030115023064	010030116011016	010030116012099	010030116011067
010030116012109	010030115024062	010030116012019	010030115011131	010030116012031
010030116011092	010030116012007	010030116011057	010030116012092	010030116012038
010030115024003	010030116014009	010030116011019	010030116012048	010030115023072
010030116012066	010030116011055	010030116012051	010030115023059	010030116012095
010030116012111	010030116014004	010030116012028	010030116012059	010030116011104
010030116012064	010030115011000	010030116011090	010030116012091	010030116014033
010030116011073	010030116011036	010030115024008	010030116012072	010030116011065
010030115024002	010030116011054	010030116012035	010030115023006	010030116011075
010030116012023	010030116011032	010030116011070	010030116011105	010030115024000

010030115011001	010030116011102	010030116011059	010030116012080	010030116012083
010030116012088	010030116012065	010030115023073	010030116011063	010030116012055
010030116012090	010030116012054	010030116011069	010030116012108	010030115023061
010030116012027	010030116014007	010030116012030	010030116012067	010030116011076
010030116012056	010030116012093	010030115023007	010030115024005	010030116012063
010030116012061	010030116012078	010030116011088	010030116012012	010030116012100
010030116011089	010030116012049	010030116012026	010030115024004	010030116011074
010030115024007	010030115023058	010030115023002	010030115024023	010030116011020
010030116012053	010030116011094	010030116012033	010030116011071	010030115023062
010030116011099	010030116012101	010030116012084	010030116012050	010030116011066
010030116012075	010030116012102	010030116012011	010030115023060	010030115023001
010030115023071	010030115024043	010030115023004	010030115024001	010030115023011
010030116011091	010030115023000	010030116011072	010030115023067	010030116011061
010030116011101	010030116011103	010030116011068	010030116012085	010030116012010
010030115023003	010030116011087	010030115023008	010030116012094	010030115023068
010030116012096	010030116012082	010030116012058	010030116012074	010030115011002
010030115011132	010030115024024	010030116012110	010030116012098	010030115011003
010030116012060	010030116012087	010030116012052	010030115023075	010030115023077
010030116012029	010030115023066	010030115023074	010030116011058	010030115023055
010030116012089	010030115011004	010030115023005	010030116012043	010030115023076
010030115024021	010030115024022	010030116011062	010030116012032	010030115023056
010030116012107	010030116011093	010030116011060	010030116012069	010030115023009
010030116012013	010030115023057	010030116012045	010030115024076	
010030116012037	010030115024020	010030116011095	010030116012036	

VOTING PRECINCT 33				
Voting Place: Graham Creek Interpretive Center				

Voting Precinct #33 is defined by the following GEOID Blocks:

010030115024058	010030116014072	010030114033000	010030115024037	010030115024036
010030115024059	010030116014062	010030114033021	010030115024010	010030116014026
010030115024031	010030114033139	010030116014049	010030116014019	010030116014012
010030116014021	010030115024061	010030115024034	010030114033124	010030114033004
010030115024030	010030116014107	010030116014016	010030115024081	010030114033016
010030115024026	010030116014056	010030114033125	010030116014024	010030114033136
010030116014014	010030116014005	010030116014073	010030115024077	010030114033059
010030114033138	010030116014108	010030114033009	010030114033146	010030116014043
010030115024025	010030116014023	010030116014037	010030116014013	010030116014042
010030116014022	010030116014011	010030115024032	010030115024027	010030116014102
010030116014047	010030116014020	010030114033119	010030116014039	010030114033143
010030114033120	010030116014010	010030114032100	010030115024033	010030114033061
010030114033013	010030115024016	010030116014053	010030115024014	010030114032098

010030114033135	010030115024082	010030115024039	010030114033007	010030114032099
010030114033011	010030116014038	010030116014035	010030114033012	010030116014018
010030115024015	010030114032155	010030114033062	010030115024079	010030116014032
010030114032097	010030114033019	010030115024057	010030115024013	010030114033060
010030114033018	010030114033001	010030114033022	010030114032000	010030114032001
010030114033141	010030116014100	010030115024041	010030114033020	010030115024011
010030116014106	010030115024040	010030115024038	010030116014036	010030116014074
010030115024029	010030114033137	010030114033014	010030116014027	010030116014031
010030114033145	010030114033006	010030115024060	010030116014044	010030114033015
010030114033010	010030114033123	010030116014025	010030114033148	010030114033017
010030115024019	010030116014040	010030116014028	010030116014030	010030114033005
010030114033122	010030116014054	010030115024012	010030116014017	010030116014029
010030114033008	010030114033144	010030116014015	010030114033121	010030115024028
010030114033140	010030114033023	010030116014046	010030116014034	
010030115024035	010030114033142	010030115024080	010030115024017	
010030116014041	010030114033147	010030115024042	010030115024018	

VOTING PRECINCT 34
Voting Place: Josephine Volunteer Fire Department

Voting Precinct #34 is defined by the following GEOID Blocks:

010030116013040	010030116013076	010030116013075	010030116013072	010030116013061
010030116014096	010030116014088	010030116014095	010030116013056	010030116014080
010030116013071	010030116014064	010030116013043	010030116013068	010030116014061
010030116023037	010030116013035	010030116014002	010030116013052	010030116014101
010030116013030	010030116013048	010030116014003	010030116012106	010030116013064
010030116013054	010030116014105	010030116013050	010030116013037	010030116012020
010030116014083	010030116023045	010030116014069	010030116012021	010030116013067
010030116014087	010030116014057	010030116014082	010030116014060	010030116014086
010030116014065	010030116014097	010030116013036	010030116013060	010030116014093
010030116014059	010030116014089	010030116014078	010030116013046	010030116014067
010030116023047	010030116014070	010030116013070	010030116012022	010030116013049
010030116014076	010030116013066	010030116013069	010030116013042	010030116014081
010030116014084	010030116013027	010030116013051	010030116013028	010030116013059
010030116012104	010030116013044	010030116014048	010030116014001	010030116013025
010030116013026	010030116012105	010030116013029	010030116014058	010030116013058
010030116013045	010030116014075	010030116013063	010030116013032	010030116013055
010030116014092	010030116013065	010030116013062	010030116014071	010030116014000
010030116023046	010030116013031	010030116013057	010030116013034	010030116014045
010030116014104	010030116014063	010030116014094	010030116014099	010030116013038
010030116014077	010030116014103	010030116014066	010030116013053	010030116013047
010030116013033	010030116014085	010030116014090	010030116014068	
010030116014079	010030116013017	010030116014091	010030116013039	

<b>VOTING PRECINCT 35</b>
Voting Place: Daphne Civic Center

Voting Precinct #35 is defined by the following GEOID Blocks:

010030107051131	010039900000001	010030108002049	010030107053005	010030108002065
010030107051094	010030107051127	010030107053009	010030107051075	010030108002059
010030112011066	010030108003148	010030108003012	010030108003041	010030108003037
010030107051119	010030108003137	010030107053006	010030108002072	010030107052019
010030107041060	010030108002050	010030108003094	010030108003122	010030107052040
010030107051080	010030108002020	010030107053011	010030108002024	010030108002045
010039900000002	010030108003109	010030108003030	010030107052038	010030108003093
010030107041063	010030107051078	010030108003017	010030107052022	010030108003104
010030107041055	010030107041065	010030108002081	010030108001026	010030107051113
010030107051108	010030108002097	010030107053019	010030107052016	010030107052012
010030107051129	010030108002001	010030108002038	010030112011012	010030107051121
010030107051123	010030107051134	010030107051105	010030107053018	010030107051050
010030107051125	010030107051069	010030107051104	010030108002021	010030108003020
010039900000003	010030108002087	010030108003096	010030108003113	010030108002011
010030108002003	010030108003138	010030108002026	010030108001037	010030107051073
010030107051111	010030107051139	010030108001012	010030108003013	010030108002080
010030108002005	010030107052031	010030107051122	010030108003034	010030108002063
010030107051088	010030108002062	010030108003022	010030107051117	010030108001002
010030107041058	010030107051048	010030107052041	010030108003054	010030108003053
010030108002094	010030108001015	010030107052033	010030108002033	010030107052035
010030107051084	010030107052028	010030108001038	010030107051035	010030108002016
010030107051091	010030108003056	010030108002013	010030108001016	010030107053002
010030107051082	010030107053015	010030108003141	010030108003014	010030107051045
010030107051090	010030107051076	010030108001036	010030107051083	010030108002101
010030107041059	010030108003106	010030108001043	010030108003075	010030108003151
010030107052000	010030108001014	010030108003120	010030108001001	010030107053001
010030107051092	010030107051071	010030108001035	010030108002009	010030108002060
010030107051112	010030108003099	010030107052018	010030107041070	010030107051041
010030107051133	010030108002113	010030108003121	010030108001027	010030107051052
010030107051081	010030108003026	010030108002074	010030108003060	010030108003150
010030108001023	010030108002066	010030108003132	010030108002093	010030107051039
010030108002027	010030108001029	010030107052027	010030107051046	010030108003042
010030107051093	010030108002037	010030107052004	010030107052007	010030108003110
010030107051128	010030108003125	010030108003038	010030108002014	010030108002070
010030107051132	010030108002111	010030107053014	010030107051065	010030107053000
010030107051087	010030108002114	010030108003097	010030107051037	010030108003145
010030107041053	010030108002090	010030108003023	010030108002105	010030107052017
010030108002004	010030107051116	010030108002057	010030107051032	010030107051074

010030108002002	010030108002083	010030108002091	010030107051042	010030107051148
010030108002032	010030108003074	010030108003033	010030107051025	010030108003118
010030108002069	010030107051077	010030108002051	010030107051140	010030107052023
010030107053013	010030107051136	010030107052010	010030112011018	010030108001018
010030107051068	010030108003136	010030108002075	010030108003035	010030108002068
010030107051126	010030108002007	010030108003135	010030108003086	010030108002064
010030107031120	010030108002018	010030108003091	010030108002071	010030108003124
010030107051047	010030108003049	010030108001022	010030108003129	010030108003127
010030107052005	010030107051061	010030107051130	010030108003025	010030108003028
010030108003095	010030108003116	010030107051033	010030107052020	010030108002028
010030108002103	010030108003057	010030107053007	010030107052013	010030108002019
010030108003051	010030108002025	010030107053008	010030108003092	010030107041119
010030108003018	010030108002112	010030107051044	010030108002039	010030108001009
010030108002008	010030107051072	010030108003090	010030108002067	010030108002056
010030108003105	010030108001024	010030108002041	010030108001011	010030107052036
010030108002017	010030108002030	010030108002088	010030108003098	010030108001039
010030108002078	010030108002092	010030107052003	010030108002110	010030107053004
010030107051175	010030108003133	010030108001017	010030107051051	010030107051064
010030108003088	010030108003036	010030108001033	010030108003101	010030107051120
010030108002042	010030107051059	010030107053012	010030107051038	010030112011016
010030108002046	010030108002079	010030107041057	010030108003058	010030108002095
010030112011014	010030108003126	010030107041056	010030107051034	010030108003108
010030108002036	010030108002077	010030108002029	010030108003131	010030108002015
010030107053003	010030107051067	010030108002073	010030108003084	010030108001003
010030108003070	010030108002048	010030108002108	010030107051043	010030107051057
010030108003146	010030108001042	010030108002022	010030108003011	010030107051085
010030108003134	010030108002054	010030108003061	010030108003024	010030107052030
010030107051174	010030108003114	010030107052026	010030107052034	010030108002034
010030107052037	010030108001005	010030108003112	010030108002084	010030112011017
010030108002052	010030108001030	010030107052025	010030108002043	010030107051124
010030108003021	010030108003055	010030108003002	010030108003048	010030108003107
010030108003087	010030108001006	010030108001032	010030107052015	010030112011013
010030108002035	010030108001046	010030107051070	010030108003119	010030108001020
010030107052011	010030107052021	010030107041052	010030108002058	010030107052039
010030107053017	010030108003031	010030108002076	010030107051137	010030107053010
010030107052008	010030108003059	010030108001021	010030107052024	010030107051036
010030108002104	010030108003062	010030107051103	010030108002102	010030108002086
010030108001013	010030108003050	010030108001008	010030108001041	010030108002061
010030108003047	010030108002010	010030108002055	010030108003103	010030108001025
010030107051066	010030107051060	010030108003063	010030108003039	010030107051056
010030107052042	010030108001004	010030108002107	010030107051062	010030108002006
010030108002085	010030108002031	010030108003040	010030108003139	010030108001019
010030112011019	010030108002044	010030108003010	010030108003029	010030107051089

010030108003016	010030108002023	010030107052029	010030108003142	010030108001010
010030107051138	010030108003089	010030108002115	010030108003111	010030108003052
010030107051058	010030108001034	010030107053016	010030108003085	010030108003117
010030108003115	010030107051115	010030107052014	010030108002047	010030108003149
010030107051114	010030108003078	010030108001044	010030108001047	010030108002089
010030107051079	010030107041061	010030108003143	010030108002106	010030107041062
010030107052009	010030107051063	010030107051107	010030108001028	010030107052006
010030108003027	010030107041054	010030108003128	010030108003144	010030108002100
010030107051135	010030107041064	010030108001007	010030107051172	010030107051118
010030108002099	010030107052002	010030108001000	010030107052001	010030108001045
010030108002012	010030107051040	010030108002098	010030108002000	010030108002040
010030108003102	010030108002082	010030108003123	010030108001031	
010030108001040	010030107051049	010030108002053	010030108003032	
010030108003140	010030108003130	010030108003069	010030108002096	
010030108003019	010030108002109	010030112011015	010030108003147	

<b>VOTING PRECINCT 36</b>
Voting Place: Magnolia Springs Wesleyan Church

Voting Precinct #36 is defined by the following GEOID Blocks:

010030114013039	010030114014024	010030114013028	010030114012014	010030114015030
010030114011030	010030114013021	010030114012046	010030114012015	010030114015017
010030114011032	010030114014029	010030114013000	010030114012008	010030114011016
010030114013033	010030114015027	010030114012043	010030114012005	010030114013036
010030114013041	010030114013019	010039900000013	010030114015023	010030114015034
010030114011038	010030114013030	010039900000019	010030114012037	010030114015036
010030114015020	010030114013010	010030114013014	010030114012001	010030114011035
010030114011022	010030114014021	010030114012029	010030114014027	010030114012022
010030114015015	010039900000014	010039900000020	010030114014025	010030114011051
010030114014028	010039900000018	010030114013044	010030114011054	010030114013012
010030114015007	010030114011043	010030114013043	010030114015022	010030114013018
010030114012027	010030114013027	010030114013015	010030114013042	010030114013008
010030114015016	010030114013035	010030114014030	010030114013020	010030114013045
010030114012024	010030114013026	010030114013009	010030114015037	010030114013006
010030114012048	010030114012045	010030114013040	010030114013004	010030114012011
010030114013002	010030114014031	010030114012049	010030114014019	010030114011056
010030114013025	010030114014026	010030114013001	010030114011040	010030114012028
010030114011041	010030114011012	010030114015006	010030114011008	010030114011013
010030114013031	010030114013038	010030114012023	010030114015026	010030114012002
010030114011052	010030114012031	010030114011031	010030114011046	010030114011039
010030114013003	010030114013032	010030114012021	010030114012003	010030114011018
010030114012030	010030114015028	010030114013017	010030114012042	010030114014023



010030114015025	010030114015029	010030114013005	010030114013016	010030114011026
010030114012025	010030114013049	010030114011023	010030114011045	010030114012020
010030114011058	010030114012033	010030114013034	010030114011049	010030114011021
010030114013013	010030114012047	010030114011050	010030114011053	010030114014022
010030114013029	010030114011015	010030114012013	010030114011007	010030114011024
010030114013011	010030114012017	010030114013037	010030114012035	010030114015031
010030114011019	010030114013024	010030114013007	010030114011048	010030114011042
010030114012012	010030114012016	010030114011044	010030114012026	010030114015033
010030114011028	010030114012007	010030114012000	010030114012041	010030114011055
010030114011033	010030114015032	010030114012018	010030114012038	010030114011014
010030114012036	010030114015018	010030114012006	010030114013022	010030114011059
010030114011036	010030114011060	010030114015008	010030114011057	010030114013023
010030114013046	010030114015024	010030114012034	010030114012019	010030114011037
010030114012009	010030114011020	010030114013047	010030114011029	010030114012040
010030114011025	010030114011009	010030114011047	010030114012050	010030114012010
010030114011034	010030114012044	010030114011011	010030114015035	010030114015021
010030114014032	010030114011017	010030114012032	010030114015019	
010030114012039	010030114011027	010030114012004	010030114011010	

VOTING PRECINCT 37
Voting Place: Bon Secour, Morgan's Chapel United Methodist Church

Voting Precinct #37 is defined by the following GEOID Blocks:

010030114014018	010030114014066	010030114014078	010030114014079	010030114014040
010030114014083	010030114014077	010030114014057	010030114014073	010030114014051
010039900000017	010030114014000	010030114014063	010030114014068	010030114014053
010030114014033	010030114014006	010030114014042	010030114014060	010030114014065
010030114014036	010030114014082	010030114014075	010030114014003	010030114014047
010030114014045	010030114014037	010030114014081	010030114014072	010030114014062
010030114014034	010039900000021	010030114014039	010030114014038	010030114014055
010030114014041	010039900000015	010030114014050	010030114014067	010030114014071
010030114014002	010030114014076	010030114013048	010030114014064	010030114014049
010030114014007	010030114014035	010030114014015	010030114014004	010030114014084
010030114014010	010030114014059	010030114014052	010030114014014	010030114014074
010030114014043	010030114014013	010030114014008	010030114014080	010030114014016
010030114014069	010039900000016	010030114014005	010030114014009	010030114014011
010030114014054	010030114014046	010030114014012	010030114014070	010030114014001
010030114014061	010030114014044	010030114014017	010030114014020	010030114014048

<b>VOTING PRECINCT 38</b>
Voting Place: Foley Civic Center

Voting Precinct #38 is defined by the following GEOID Blocks:

010030115024063	010030115021046	010030115023047	010030115023043	010030115023083
010030115024072	010030115011075	010030115011070	010030115011080	010030115011150
010030115024073	010030115011130	010030115023049	010030115024047	010030115021057
010030115024067	010030115011101	010030115022071	010030115011100	010030115011115
010030115024071	010030115023078	010030115022059	010030115011119	010030115011081
010030115024069	010030115011155	010030115023017	010030115022045	010030115023046
010030115024075	010030115011128	010030115011071	010030115023080	010030115011072
010030115024066	010030115021003	010030115011092	010030115011022	010030115021062
010030115024064	010030115022047	010030115023081	010030115021052	010030115021066
010030115024065	010030115022072	010030115011099	010030115011008	010030115011088
010030115024070	010030115011098	010030115011067	010030115022049	010030115022062
010030115024074	010030115011066	010030115011117	010030115011090	010030115024055
010030115024068	010030115011084	010030115022060	010030115023033	010030115023038
010030115011077	010030115011108	010030115011127	010030115023040	010030115011154
010030115024048	010030116011029	010030115011129	010030115024050	010030115011094
010030115021060	010030115022000	010030115021047	010030116011023	010030115011138
010030114033027	010030115021070	010030115023053	010030115011118	010030115011006
010030116011022	010030115021000	010030115011122	010030115021002	010030115021048
010030116011024	010030115022004	010030115022058	010030115023020	010030115023021
010030115011103	010030115011007	010030115022079	010030115021068	010030115011123
010030115011010	010030115021050	010030115011112	010030115011064	010030115023042
010030115011076	010030115022051	010030115011137	010030115011087	010030115023054
010030116011031	010030115022048	010030115023025	010030116011025	010030115023079
010030116011027	010030115023035	010030115021059	010030115011140	010030114033025
010030115011136	010030115023045	010030115022080	010030115023030	010030115011109
010030115023082	010030115023084	010030115023036	010030115023012	010030115023031
010030115023013	010030115023041	010030115011074	010030115023044	010030115022002
010030116011028	010030115011068	010030115022053	010030115021063	010030115011125
010030115021053	010030115021051	010030115021118	010030115011096	010030115023019
010030115021044	010030115011133	010030115011107	010030115023023	010030115022055
010030115011085	010030115023022	010030115021065	010030115022057	010030115024051
010030115021061	010030115021064	010030115022052	010030115022050	010030115024056
010030115011134	010030115021071	010030115011113	010030115011124	010030115024053
010030115011086	010030115021049	010030115011141	010030115024052	010030115011063
010030116011026	010030115011073	010030115022003	010030115021069	010030114033026
010030115021001	010030114033132	010030115011023	010030115023032	010030115011093
010030115011089	010030115011095	010030115024045	010030115011126	010030115022001
010030115023018	010030115023026	010030115011102	010030115011111	010030115023028
010030115011062	010030115021055	010030115011011	010030114033024	010030115011097
010030115021054	010030115011079	010030115011104	010030115011078	010030115011061

010030115011120	010030115023016	010030115022073	010030115024046	010030115011005
010030116011100	010030115023050	010030115011065	010030116011098	010030115024049
010030115011114	010030115021114	010030115011009	010030116011108	010030115023015
010030115024044	010030115022046	010030115011083	010030115021058	010030115011110
010030115011082	010030115024054	010030115023024	010030115011121	010030116011030
010030115023039	010030115023048	010030115011012	010030115011069	010030115011116
010030115023029	010030115023037	010030115022054	010030115011135	010030115011139
010030115023034	010030115011106	010030115022056	010030115011105	010030115022061
010030115022074	010030115023086	010030115023052	010030115011091	010030115021067
010030115021056	010030115023027	010030115023014	010030115023051	010030115023085

VOTING PRECINCT 39				
Voting Place: Gulf Shores, Meyer Civic Center				

Voting Precinct #39 is defined by the following GEOID Blocks:

010030114072053	010030114071009	010030114071047	010030114071101	010030114073011
010030114061017	010030114071021	010030114071035	010030114072019	010030114071085
010030114071012	010030114071022	010030114061037	010030114061052	010030114061050
010030114072030	010030114071011	010030114073067	010030114073054	010030114073033
010030114073053	010030114071117	010030114071004	010030114061046	010030114061005
010039900000039	010030114071010	010030114061054	010030114072017	010030114073005
010030114072018	010030114061000	010030114072003	010030114073027	010030114071108
010030114072032	010030114073039	010030114061019	010030114073007	010030114072057
010030114061003	010030114071038	010030114073035	010030114062043	010030114061042
010030114073001	010030114072068	010030114073046	010030114072066	010030114073069
010030114062077	010039900000038	010030114071074	010030114073056	010030114061016
010030114073052	010030114072072	010030114062044	010030114072007	010030114062076
010030114062075	010030114072058	010030114062078	010030114071073	010030114061036
010030114062041	010030114073003	010030114071076	010030114073025	010030114061040
010030114073002	010030114072073	010030114071064	010030114071048	010030114071088
010030114072050	010030114072026	010030114072033	010030114071078	010030114071082
010030114072077	010030114062079	010030114073074	010030114061039	010030114071066
010030114071094	010030114073000	010030114072000	010030114072062	010030114071067
010030114072039	010030114032130	010030114073026	010030114071052	010030114073008
010030114071023	010030114061018	010030114072001	010030114073015	010030114072016
010030114071057	010030114061007	010030114071060	010030114073058	010030114071031
010030114071014	010030114072075	010030114062051	010030114071072	010030114071029
010030114062046	010030114072040	010030114072025	010030114062072	010030114061012
010030114073038	010030114071098	010030114061034	010030114061021	010030114072006
010030114072021	010030114072049	010030114073047	010030114071083	010030114071112
010030114071015	010030114072046	010030114062065	010030114071041	010030114071000

010030114072024	010030114073051	010030114072044	010030114072031	010030114062042
010030114061028	010030114072043	010030114073004	010030114072005	010030114071071
010030114071037	010030114071033	010030114071045	010030114071113	010030114072009
010030114061004	010030114061049	010030114072067	010030114071089	010030114062062
010030114061035	010030114071065	010030114073059	010030114061043	010030114073024
010030114073045	010030114073063	010030114072052	010030114071084	010030114072064
010030114061031	010030114061032	010030114072060	010030114062073	010030114073030
010030114061023	010030114072010	010030114071093	010030114071050	010030114072014
010030114071056	010030114073037	010030114071030	010030114071081	010030114073065
010030114071051	010030114073016	010030114073057	010030114073029	010030114061057
010030114072041	010030114073042	010030114073034	010030114071118	010030114062047
010030114071062	010030114071005	010030114061013	010030114071046	010030114073018
010030114061024	010030114061027	010030114071102	010030114073071	010030114073043
010030114072042	010030114072054	010030114072070	010030114073070	010030114072008
010030114072048	010030114073060	010030114071040	010030114071059	010030114071070
010030114071100	010030114073032	010030114072020	010030114071039	010030114061053
010030114073009	010030114061008	010030114071044	010030114071019	010030114073050
010030114073014	010030114061058	010030114061030	010030114071001	010030114071069
010030114072023	010030114071017	010030114072074	010030114071090	010030114061025
010030114072082	010030114061001	010030114061022	010030114071116	010030114071092
010030114071086	010030114061041	010030114061009	010030114072059	010030114071103
010030114061011	010030114061010	010030114073044	010030114072055	010030114073040
010030114073072	010030114072045	010030114073006	010030114061038	010030114073041
010030114073055	010030114061051	010030114071095	010030114073031	010030114071096
010030114071099	010030114033100	010030114072081	010030114072027	010030114071079
010030114061055	010030114071053	010030114072065	010030114061026	010030114062063
010030114072079	010030114071002	010030114071063	010030114071013	010030114073019
010030114071036	010030114062049	010030114072028	010030114071032	010030114073013
010030114072012	010030114071043	010030114061006	010030114061002	010030114073036
010030114062045	010030114061020	010030114072063	010030114061033	010030114073073
010030114071034	010030114062074	010030114073049	010030114071007	010030114072029
010030114071097	010030114072004	010030114073061	010030114073048	010030114072002
010030114072013	010030114073064	010030114071020	010030114073068	010030114071028
010030114072011	010030114061045	010030114073023	010030114071049	010030114061047
010030114071061	010030114072051	010030114061029	010030114072061	010030114072080
010030114072056	010030114073021	010030114071042	010030114061044	010030114072069
010030114072071	010030114071068	010030114072015	010030114073028	010030114061048
010030114072076	010030114071075	010030114073062	010030114071080	010030114071008
010030114073020	010030114071077	010030114062048	010030114061056	010030114071025
010030114073010	010030114071006	010030114073022	010030114071087	
010030114073012	010030114073066	010030114062064	010030114071058	
010030114061059	010030114062066	010030114071003	010030114072047	
010030114071091	010030114071018	010030114072022	010030114073017	

<b>VOTING PRECINCT 40</b>
Voting Place: Fort Morgan Volunteer Fire Department Station #1

Voting Precinct #40 is defined by the following GEOID Blocks:

010030114072038	010030114081021	010030114071055	010030114081091	010030114081110
010030114081090	010030114081043	010030114081006	010030114081012	010030114081128
010030114081008	010039900000030	010039900000024	010030114081057	010030114081124
010030114071026	010030114081019	010030114081024	010030114081094	010030114081088
010030114081120	010030114081023	010030114081009	010030114081121	010030114081051
010030114081026	010030114081005	010030114081035	010030114081097	010030114081136
010030114081122	010030114081034	010030114081086	010030114081068	010030114071114
010030114081082	010030114081134	010030114081075	010030114081066	010030114081071
010030114081119	010030114081001	010030114081133	010030114081081	010030114081025
010039900000033	010030114081054	010030114081036	010030114081113	010030114081067
010039900000037	010030114081125	010030114081127	010030114072078	010030114072035
010039900000036	010039900000032	010030114081073	010030114081102	010030114081037
010030114081010	010030114081118	010030114081079	010030114081101	010030114081058
010030114071106	010030114071027	010030114081099	010030114081052	010030114081074
010030114072037	010030114071024	010030114081048	010030114071110	010030114081070
010030114081027	010039900000022	010030114081137	010030114081031	010030114081093
010030114081130	010039900000025	010030114081059	010030114081063	010030114081078
010039900000035	010039900000031	010030114081049	010030114081047	010030114081104
010030114081003	010030114081015	010030114072036	010030114071107	010030114071104
010030114081103	010030114081022	010030114081085	010030114081069	010030114081126
010030114081018	010030114081065	010030114081060	010030114081108	010030114081096
010030114081045	010030114081011	010030114081033	010030114071105	010030114081072
010039900000034	010030114071054	010030114081084	010030114081132	010030114071111
010030114081032	010030114081089	010030114081107	010030114071109	010030114081100
010030114081062	010030114081004	010030114081064	010030114081014	010030114081007
010030114081123	010030114081098	010030114081092	010030114081087	010030114081105
010030114081117	010030114081028	010030114081076	010030114081038	010030114081046
010039900000023	010030114081135	010030114081138	010030114081109	010030114081042
010030114081039	010030114081044	010030114071115	010030114081083	010030114081111
010030114081000	010030114072034	010030114081050	010030114081002	010030114081013
010039900000027	010030114081020	010030114081040	010030114081106	010030114081114
010039900000026	010030114081055	010030114081041	010030114081029	010030114081116
010030114071016	010030114081077	010030114081131	010030114081112	010030114081061
010030114081080	010030114081016	010030114081053	010030114081056	010030114081095
010030114081030	010030114081017	010030114081115	010030114081129	

<b>VOTING PRECINCT 41</b>
Voting Place: Orange Beach Community Center

Voting Precinct #41 is defined by the following GEOID Blocks:

010030114052044	010030114062083	010030114062038	010030114062005	010030114052051
010030114051018	010030114062071	010030114033152	010030114051105	010030114063012
010030114051001	010030114052050	010030114052057	010030114052036	010030114063010
010030114051079	010030114062087	010030114051124	010030114063027	010030114052099
010030114062053	010030114062094	010030114052062	010030114051103	010030114051053
010030114062015	010030114063069	010030114051003	010030114052059	010030114062055
010030114052009	010030114051114	010030114063000	010030114051087	010030114051039
010030114052029	010030114033153	010030114052088	010030114051054	010030114062082
010030114062033	010030114051081	010030114052039	010030114051035	010030114052076
010030114051000	010030114062009	010030114062013	010030114052043	010030114051036
010030114063067	010030114051078	010030114063066	010030114062088	010030114062036
010030114052016	010030114051062	010030114062054	010030114051069	010030114063075
010030114052006	010030114052000	010030114063004	010030114062021	010030114052035
010030114062081	010030114062017	010030114051123	010030114062023	010030114052060
010030114051090	010030114062016	010030114052069	010030114052003	010030114051130
010030114063002	010030114052095	010039900000041	010030114052052	010030114062095
010030114051002	010030114051127	010030114052013	010030114051120	010030114051026
010030114051128	010030114062008	010030114052011	010030114051094	010030114063034
010030114051076	010030114051091	010030114051024	010030114062025	010030114063003
010030114051126	010030114051080	010030114052019	010030114062037	010030114051100
010030114063078	010030114051004	010030114051075	010030114051014	010030114051089
010030114051125	010030114063005	010030114062027	010030114062002	010030114052075
010030114062067	010030114052014	010030114052092	010030114062089	010030114051088
010030114052106	010030114052070	010030114052067	010030114052108	010030114062018
010030114063065	010030114052085	010030114063024	010030114052030	010030114063032
010030114063023	010030114033003	010030114052010	010030114063080	010030114051121
010030114063044	010030114032133	010030114051109	010030114063016	010030114051015
010030114052083	010030114062080	010030114033151	010030114063063	010030114062068
010030114062070	010030114052097	010030114052094	010030114052054	010030114051060
010030114062003	010030114052072	010030114063084	010030114051046	010030114051111
010030114063061	010030114063068	010030114052005	010030114062006	010030114063050
010030114033002	010030114051095	010030114052081	010030114063011	010030114051115
010030114063043	010039900000040	010030114062010	010030114063031	010030114051059
010030114052091	010030114062058	010030114052018	010030114051030	010030114051061
010030114052093	010030114063047	010030114051122	010030114063082	010030114062069
010030114063001	010030114052079	010030114052002	010030114051048	010030114063015
010030114062012	010030114051077	010030114051082	010030114052046	010030114051116
010030114063086	010030114052021	010030114051006	010030114051086	010030114051074
010030114061015	010030114062052	010030114063009	010030114063018	010030114051055

010030114052033	010030114063029	010030114063052	010030114051085	010030114052089
010030114052078	010030114051117	010030114062091	010030114063053	010030114052053
010030114052090	010030114052032	010030114051049	010030114051038	010030114051118
010030114051113	010030114051044	010030114063033	010030114052063	010030114062056
010030114052064	010030114051093	010030114061014	010030114063008	010030114052109
010030114051040	010030114052087	010030114051083	010030114063058	010030114063014
010030114052071	010030114051027	010030114052080	010030114051033	010030114052012
010030114062039	010030114063076	010030114052038	010030114063037	010030114052025
010030114052027	010030114062059	010030114062026	010030114063048	010030114062007
010030114063083	010030114063006	010030114051071	010030114063041	010030114051010
010030114051063	010030114052048	010030114062061	010030114051096	010030114062093
010030114051037	010030114063028	010030114052103	010030114062014	010030114063057
010030114063038	010030114051112	010030114052084	010030114052004	010030114052042
010030114051108	010030114063030	010030114062034	010030114051045	010030114051022
010030114051013	010030114063077	010030114051101	010030114062031	010030114051031
010030114052107	010030114051084	010030114062040	010030114063049	010030114051102
010030114062020	010030114063059	010030114051032	010030114062060	010030114052020
010030114052022	010030114052082	010030114052008	010030114052001	010030114052045
010030114051021	010030114051064	010030114051041	010030114051023	010030114051012
010030114052105	010030114052056	010030114063051	010030114052041	010030114052055
010030114063073	010030114063013	010030114052096	010030114051051	010030114063022
010030114051028	010030114063062	010030114052100	010030114051131	010030114062022
010030114062050	010030114052031	010030114051016	010030114051073	010030114051009
010030114051097	010030114051007	010030114063071	010030114051072	010030114062084
010030114063056	010030114062019	010030114063085	010030114052065	010030114063021
010030114051017	010030114062004	010030114052098	010030114063019	010030114063007
010030114051070	010030114063081	010030114063017	010030114063042	010030114063039
010030114063046	010030114063079	010030114063054	010030114051066	010030114062029
010030114052034	010030114051092	010030114052028	010030114051065	010030114063036
010030114052037	010030114062001	010030114052040	010030114052074	010030114051056
010030114052023	010030114051043	010030114063026	010030114051067	010030114051058
010030114063040	010030114063035	010030114062057	010030114051119	010030114062024
010030114062086	010030114052077	010030114051034	010030114062030	010030114052058
010030114051106	010030114052047	010030114062085	010030114063025	010030114051047
010030114052102	010030114051104	010030114051107	010030114052026	010030114063070
010030114051020	010030114051008	010030114051057	010030114051042	010030114062032
010030114062092	010030114062090	010030114052066	010030114052068	010030114052061
010030114051005	010030114051068	010030114052073	010030114052101	010030114052007
010030114051052	010030114051098	010030114062000	010030114063055	010030114052086
010030114062028	010030114052104	010030114051099	010030114062011	010030114051011
010030114051019	010030114052024	010030114051050	010030114063060	
010030114063064	010030114063020	010030114052015	010030114062035	
010030114052017	010030114052049	010030114063074	010030114051129	
010030114063072	010030114051025	010030114051110	010030114051029	

<b>VOTING PRECINCT 42</b>
Voting Place: Fairhope Civic Center

Voting Precinct #42 is defined by the following GEOID Blocks:

010030112022000	010030112011045	010030112012010	010030112012019	010030107031125
010030112021008	010030112023038	010030112011021	010030112024023	010030107031127
010030112011000	010030112012044	010030112023052	010030112024017	010030112011004
010030112023036	010030108003082	010030112024016	010030112012013	010030108003081
010039900000004	010030112022019	010030112023023	010030107031122	010030112023007
010030112011061	010030112011044	010030112012086	010030112011078	010030112012042
010039900000005	010030112012014	010030112024009	010030112011074	010030112023054
010030112011065	010030112012067	010030112011011	010030112023018	010030112011051
010030112011025	010030112023027	010030112022002	010030112022029	010030107031160
010030112023026	010030112023001	010030112023021	010030112023072	010030107031220
010030112022046	010030112023046	010030112023057	010030112022034	010030112022005
010030107031161	010030112012061	010030107031178	010030112023039	010030112024011
010030112023059	010030108003073	010030112023043	010030112023058	010030112012054
010030107031222	010030112012037	010030107031159	010030112011060	010030112023028
010030112023056	010030112022035	010030112023049	010030112012050	010030112023016
010030112023044	010030112023068	010030112022028	010030108003100	010030112021041
010030112024032	010030107031223	010030107031180	010030112012028	010030108003076
010030112012031	010030107031233	010030112011009	010030112021007	010030112023040
010030112012041	010030112024035	010030107031166	010030107031221	010030108003080
010030107031157	010030112011048	010030107031184	010030112021057	010030112012079
010030112023022	010030108003079	010030108003045	010030112022042	010030112012022
010030112011073	010030112011005	010030112024026	010030107031179	010030112023030
010030112024021	010030107031164	010030112023069	010030112023033	010030112024033
010030112023004	010030112023047	010030112024019	010030112023002	010030112011050
010030112024015	010030112021046	010030112023037	010030112022038	010030112022008
010030112021015	010030108003064	010030112022043	010030112011052	010030112011047
010030112011001	010030112021000	010030112011063	010030112023041	010030112011022
010030112011003	010030112024027	010030112023012	010030112023017	010030112011054
010030112011056	010030107031154	010030112024030	010030112012063	010030112012030
010030107031232	010030112011080	010030112023051	010030107031177	010030112011072
010030112011026	010030112011062	010030112022033	010030112012011	010030112021010
010030112023042	010030112011032	010030112023003	010030112022013	010030112012015
010030107031226	010030112023031	010030108003066	010030112011046	010030112022040
010030112011023	010030112011076	010030112024025	010030112012036	010030112012009
010030107031183	010030112021044	010030112021004	010030112023013	010030112024031
010030112012043	010030112011055	010030112023071	010030112024006	010030112023074
010030112024001	010030112021056	010030112022020	010030107031231	010030112012038



010030112021047	010030112012034	010030112012023	010030112022016	010030112012021
010030112022022	010030112022044	010030107031119	010030112011058	010030112021045
010030112012017	010030108003065	010030108003083	010030112024034	010030112023060
010030112012049	010030112022015	010030112011007	010030112012040	010030112023014
010030112023015	010030112022018	010030112012065	010030108003068	010030112023000
010030112012048	010030112012024	010030112021001	010030112011070	010030112023062
010030112011006	010030112023064	010030107031185	010030112023008	010030112021020
010030112021040	010030112024003	010030112011024	010030112022009	010030112023065
010030112012008	010030112023005	010030107031224	010030107031176	010030112021014
010030107031230	010030112024022	010030112022011	010030107031225	010030112021012
010030108003044	010030112023032	010030112023076	010030112012080	010030112024014
010030112023075	010030112021005	010030112022025	010030112024004	010030112024018
010030112022014	010030112021049	010030112022047	010030112023024	010030107031181
010030112011059	010030112011075	010030112024036	010030108003046	010030112023020
010030112012025	010030112022039	010030112021016	010030112023070	010030112023055
010030112023066	010030112021017	010030112024007	010030112012057	010030112021009
010030112012012	010030112012047	010030112011049	010030112023045	010030112022031
010030112021013	010030112022024	010030112023035	010030112012056	010030112023048
010030112012039	010030107031218	010030112012045	010030107031167	010030112023073
010030108003072	010030112023029	010030112023025	010030112012066	010030112024008
010030112022026	010030112011030	010030112021039	010030112012052	010030112021003
010030107031162	010030112012078	010030112022032	010030112011043	010030107031219
010030112012060	010030112012016	010030112011069	010030112011053	010030107031123
010030112021006	010030112021019	010030108003043	010030112022021	010030112012020
010030112011068	010030112011020	010030112011057	010030112024029	010030112024028
010030112024038	010030107031158	010030112024012	010030112021043	010030112022041
010030112021002	010030112022027	010030112011082	010030112023010	010030112023006
010030112023050	010030112021018	010030112024037	010030112022017	010030112022007
010030112012055	010030107031126	010030112012032	010030112022010	010030112012064
010030112012085	010030112011064	010030112011002	010030112012059	010030112012007
010030112022037	010030112023053	010030112022030	010030112022006	010030112011081
010030112023019	010030107031124	010030107031217	010030112012033	010030112023009
010030112021011	010030112022045	010030112024020	010030107031155	010030112023034
010030112012029	010030112024002	010030112012027	010030112012018	010030108003071
010030112023063	010030107031156	010030112011010	010030112012035	010030112024024
010030112012051	010030108003067	010030112022012	010030112012062	010030112011008
010030112023067	010030112012046	010030112011067	010030112023061	010030112024013
010030112023011	010030112022023	010030107031121	010030112022036	010030107031163
010030112022001	010030112024010	010030107031165	010030112021042	010030112012058
010030112012087	010030112024005	010030112024000	010030112012026	010030112012053

VOTING PRECINCT 43
Voting Place: Fairhope, 3Circle Church

Voting Precinct #43 is defined by the following GEOID Blocks:

010030107031211	010030107031128	010030107031210	010030107031173	010030107031138
010030107031150	010030107031148	010030107031129	010030107031201	010030107031197
010030107031192	010030107031195	010030107031196	010030107031199	010030107031182
010030107031200	010030107031194	010030107031146	010030107031142	010030107031133
010030107031145	010030107031206	010030107031103	010030107031149	010030107031205
010030107031136	010030107031141	010030107031139	010030107031170	010030107031172
010030107031144	010030107031135	010030107031198	010030107031132	010030107031216
010030107031169	010030107031130	010030107031174	010030107031202	010030107031175
010030107031137	010030107031193	010030107031134	010030107031171	010030107031147
010030107031204	010030107031131	010030107031143	010030107031140	010030107031203
010030110001042	010030111022068	010030111022001	010030111011002	010030111012001
010030111022079	010030111012010	010030111022072	010030111022078	010030111022076
010030111022075	010030111011010	010030111022066	010030111011042	010030111011018
010030110001042	010030111011021	010030111012038	010030111011011	010030111011000
010030109051057	010030111013006	010030111022060	010030111012007	010030111011061
010030111011063	010030111013018	010030111022073	010030111011007	010030111012022
010030111011058	010030111011006	010030111022081	010030111013016	010030111012026
010030111012027	010030111011001	010030111011028	010030111013005	010030111011012
010030111011056	010030111012011	010030111022061	010030111011016	010030111012000
010030111013017	010030111012048	010030111011047	010030111012014	010030111011068
010030111012018	010030111012035	010030111022070	010030111012009	010030111011040
010030111011004	010030111011030	010030111022003	010030111012005	010030111022002
010030111012043	010030111011045	010030111013001	010030111012019	010030111012033
010030111011036	010030111022058	010030111011029	010030111013025	010030111013033
010030111011060	010030111022000	010030111022004	010030111011008	010030111011059
010030111011005	010030111011022	010030111012046	010030111011037	010030111012024
010030111013030	010030111012012	010030111022069	010030111022082	010030111013032
010030111012021	010030111012023	010030111012042	010030111022059	010030111011003
010030111011048	010030111011054	010030111012039	010030111011062	010030111011034
010030111013004	010030111012020	010030111011014	010030111022071	010030111011050
010030111011024	010030111011015	010030111012040	010030111011046	010030111012031
010030111011044	010030109051017	010030111022057	010030111012013	010030111013000
010030111011023	010030111012030	010030111011065	010030111011051	010030111011017
010030111011013	010030111012008	010030111011041	010030111013026	010030111012028
010030111012032	010030109051069	010030111011038	010030111012047	010030111012003
010030111011020	010030111022056	010030111011031	010030111022067	010030111012034
010030111011039	010030111011025	010030111012045	010030111013024	010030111012036
010030111013015	010030111013031	010030111011035	010030111011067	010030111012044
010030111012002	010030111012004	010030111012006	010030111011019	010030111011057
010030111011026	010030111011027	010030111011049	010030111012017	010030111012029
010030111013002	010030111011069	010030111011064	010030111022074	010030111012041
010030111012037	010030111011066	010030111011052	010030111012016	010030111011055
010030111011053	010030111013003	010030111011032	010030111011033	010030111011043
010030111012015	010030111012025	010030111011009	010030107031101	010030107031227
010030107031102	010030107031105	010030107031104	010030107031106	

<b>VOTING PRECINCT 44</b>
Voting Place: Barnwell Volunteer Fire Department

Voting Precinct #44 is defined by the following GEOID Blocks:

010030114015021	010030113002025	010030113002022	010030113003027	010030113003010
010030113002029	010030113003020	010030113003008	010030113002017	010030113002003
010030113002023	010030113003002	010030113003017	010030113003012	010030113002021
010030113003021	010030113004042	010039900000010	010039900000012	010030113003011
010030113003024	010030113003004	010030113002027	010030113003015	010039900000008
010030113002000	010030113003025	010030113002020	010039900000011	010030113002024
010030113003001	010030113002018	010030113003016	010039900000009	010030113003014
010030113002014	010030113003019	010030113003005	010030113002011	010030113004043
010030113002031	010030113002001	010030113003009	010030113003007	010030113002013
010030113003006	010030113002030	010030113002006	010030113003018	010030113002009
010030113002008	010030113003029	010030113002015	010030113003028	010030113003022
010030113002016	010030113003026	010030113002028	010030113002002	010030113002012
010030113003013	010030113002019	010030113004041	010030113002010	010030113002005
010030113003023	010030113002004	010030113002026	010030113003030	010030113002007

<b>VOTING PRECINCT 45</b>
Voting Place: Spanish Fort Community Center

Voting Precinct #45 is defined by the following GEOID Blocks:

010030107032055	010030103002129	010030103002141	010030103002161	010030107013015
010030107011063	010030103002115	010030103002125	010030107011068	010030107013000
010030103002164	010030103002179	010030107011071	010030103002106	010030103002149
010030107011060	010030103002131	010030107011067	010030103002128	010030107014087
010030107014108	010030103002151	010030107011080	010030107011137	010030107013018
010030107011059	010030107014120	010030103002183	010030107011072	010030107014031
010030107014058	010030107011066	010030107013003	010030107014034	010030107013004
010030107014097	010030107014037	010030107014050	010030107011095	010030107014098
010030107011079	010030107011061	010030103002140	010030107013006	010030107013008
010030107011049	010030103002127	010030107014038	010030107011103	010030107014107
010030103002143	010030103002138	010030103002133	010030107011132	010030107014102
010030107014096	010030103002126	010030107011056	010030107014049	010030103002043
010030107011058	010030107011031	010030107011078	010030107014020	010030107011131
010030107014095	010030107011081	010030107014035	010030107011094	010030107011136
010030107014039	010030107011025	010030103002130	010030107011107	010030107011114
010030107014105	010030107032051	010030107011089	010030107011129	010030107011083
010030107011075	010030107011057	010030107011050	010030103002146	010030107014040
010030107011076	010030107014047	010030107011054	010030107013001	010030107011117
010030107011064	010030103002134	010030107014056	010030107014006	010030107011106
010030107011073	010030103002180	010030103002132	010030107011140	010030103002117
010030107014054	010030107011069	010030107011070	010030107013007	010030103002152
010030107011053	010030107014057	010030107011077	010030107011127	010030107011141
010030103002163	010030103002182	010030107011055	010030107011138	010030107014036
010030107011065	010030107011052	010030103002136	010030107013010	010030107014051
010030107011074	010030103002173	010030107011019	010030103002155	010030107014100

010030107013017	010030107011108	010030107011134	010030107011085	010030107011133
010030107011109	010030107011113	010030107011092	010030107011101	010030107011096
010030107011118	010030107013016	010030107011115	010030107013014	010030107014093
010030107032050	010030107011091	010030103002154	010030107011123	010030107014053
010030107011104	010030103002157	010030107014045	010030107011086	010030107011130
010030107014103	010030103002135	010030107011128	010030103002150	010030107014106
010030107011111	010030107011090	010030107013013	010030107011139	010030107014021
010030107011135	010030107011102	010030107011124	010030103002103	010030107014052
010030107014099	010030107011093	010030107014104	010030107011121	010030107011119
010030107011088	010030107014055	010030107014048	010030103002120	010030107011082
010030103002118	010030107011098	010030107014003	010030103002137	010030107011062
010030107011125	010030107014033	010030107014092	010030103002139	010030107011112
010030107013005	010030103002144	010030103002156	010030107014004	010030107011087
010030107011116	010030107014101	010030107011105	010030107011099	010030107011110
010030107011143	010030107011084	010030103002142	010030107011120	010030107013002
010030103002148	010030103002145	010030107011122	010030107013012	010030107014030
010030103002147	010030107011126	010030107011097	010030103002174	010030103002153
010030107014046	010030107011051	010030107011030	010030103002102	010030107011100
010030107013009	010030107014029	010030107014032	010030107013011	

<b>VOTING PRECINCT 46</b>
Voting Place: Spanish Fort Church of Christ

Voting Precinct #46 is defined by the following GEOID Blocks:

010030107014069	010030107014009	010030107012043	010030107012017	010030107014083
010030107014064	010030107012007	010030107014075	010030107012008	010030107014018
010030107014073	010030107032107	010030107014062	010030107014023	010030107041002
010030107014119	010030107012010	010030107014012	010030107014068	010030107012033
010030107014063	010030107014042	010030107012028	010030107014061	010030107012041
010030107014085	010030107012044	010030107014014	010030107012036	010030107014007
010030107014090	010030107014081	010030107012020	010030107012006	010030107014008
010030107014117	010030107032197	010030107041051	010030107014017	010030107012035
010030107014028	010030107014001	010030107012039	010030107012042	010030107012012
010030107014118	010030107014044	010030107032123	010030107014043	010030107014015
010030107014066	010030107014070	010030107012034	010030107012005	010030107012030
010030107014026	010030107012000	010030107012002	010030107014059	010030107012038
010030107014086	010030107014067	010030107014074	010030107012009	010030107032143
010030107014089	010030107014084	010030107014088	010030107014022	010030107014000
010030107014060	010030107012004	010030107012022	010030107012015	010030107012024
010030107014065	010030107012027	010030107012019	010030107032106	010030107012001
010030107012013	010030107014079	010030107032122	010030107012021	010030107014005
010030107012016	010030107014019	010030107032119	010030107014025	010030107014082
010030107012045	010030107014010	010030107014002	010030107014027	010030107012011

010030107012031	010030107014072	010030107014016	010030107014013	010030107012040
010030107041000	010030107041001	010030107014078	010030107012018	010030107014041
010030107012025	010030107012003	010030107032146	010030107012014	010030107014024
010030107014076	010030107014080	010030107032196	010030107041050	010030107012026
010030107012032	010030107014116	010030107032118	010030107014077	010030107012037
010030107014011	010030107012029	010030107012023	010030107014071	

<b>VOTING PRECINCT 47</b>
Voting Place: Foley United Methodist Church

Voting Precinct #47 is defined by the following GEOID Blocks:

010030115013003	010030115011146	010030115011055	010030115021089	010030115021084
010030115013004	010030115012016	010030115013028	010030115022033	010030114033097
010030115013000	010030115011153	010030115021035	010030115013067	010030115013042
010030115013001	010030115021010	010030115012011	010030115013046	010030115021092
010030115013007	010030115021007	010030115021107	010030115022041	010030115022024
010030115013002	010030115021094	010030115013066	010030115021009	010030115013055
010030115012017	010030114033108	010030115021105	010030115013062	010030115021074
010030115012001	010030115022021	010030115022020	010030115021022	010030115013009
010030115012050	010030114014056	010030115011047	010030115013052	010030115021115
010030115012006	010030115021078	010030115011044	010030115021100	010030115013078
010030115012048	010030114033110	010030115012029	010030115021076	010030115022014
010030115012015	010030115021075	010030115012027	010030114033084	010030115022030
010030115012014	010030115021026	010030115021033	010030115013063	010030115021037
010030115012018	010030114033093	010030115012037	010030115013050	010030115011059
010030115012003	010030114014085	010030115021073	010030115012010	010030114033058
010030115011049	010030114033042	010030115013048	010030115021102	010030115021028
010030115012002	010030115021109	010030115013069	010030114033102	010030114033087
010030115012047	010030115021039	010030115013012	010030114033031	010030115012045
010030115011145	010030115013005	010030115021025	010030115022067	010030114033091
010030115011144	010030115022011	010030115013059	010030115021079	010030115012042
010030115011147	010030115011142	010030115013081	010030115021083	010030115011058
010030115011054	010030115021017	010030115013013	010030115013068	010030115021108
010030115011152	010030115021008	010030115013075	010030115021032	010030115013006
010030115011156	010030115021006	010030115013022	010030114033038	010030115022034
010030115011158	010030114033109	010030114033037	010030115021113	010030115012024
010030115012004	010030115013027	010030115013061	010030115012019	010030115011048
010030115012005	010030115021029	010030115022036	010030115012013	010030115021031
010030115012007	010030115013072	010030115013057	010030115013040	010030115013033
010030115011045	010030115022022	010030115022015	010030115022025	010030115013025
010030115011157	010030115022063	010030115012035	010030115013036	010030115021011

010030114033089	010030115011056	010030115022038	010030114033032	010030115022065
010030115021088	010030115012034	010030115013021	010030115013080	010030115012009
010030115021111	010030114033076	010030115012028	010030114033039	010030115012021
010030115013014	010030115021023	010030115011053	010030115022017	010030115021087
010030115012032	010030114033095	010030115021040	010030115013077	010030115013053
010030115013016	010030115011051	010030115011160	010030114033105	010030115021093
010030114033079	010030114033036	010030115012038	010030115012036	010030115021104
010030115013054	010030115021077	010030114033035	010030115013043	010030114033085
010030115012025	010030115022029	010030114033082	010030114033034	010030115013079
010030115021020	010030115021014	010030115012030	010030115013065	010030115013047
010030115021043	010030115013041	010030115022076	010030115013045	010030115021112
010030115012020	010030114033040	010030115021027	010030115021098	010030115013010
010030115013037	010030115011050	010030114033080	010030115013051	010030115021096
010030115013070	010030115021086	010030114033078	010030115022010	010030115022031
010030114033043	010030115013026	010030115021013	010030114033029	010030115013038
010030115013023	010030115022019	010030115022012	010030115021021	010030114033030
010030115011046	010030115012049	010030115022077	010030115013029	010030115012008
010030115012044	010030115022028	010030115021036	010030115012046	010030115021085
010030115013073	010030115022064	010030115021030	010030115021082	010030114033083
010030115013015	010030114031000	010030115013030	010030114033106	010030115013008
010030115021019	010030115021106	010030115022043	010030115011057	010030115013032
010030115021004	010030115011143	010030115021116	010030115021042	010030114033075
010030115021016	010030114033033	010030115022009	010030115013044	010030115012033
010030115013011	010030115013056	010030115013049	010030114033090	010030115011052
010030114033086	010030115013035	010030115021018	010030115022075	010030115013024
010030115022039	010030115022068	010030115021103	010030115013058	010030115022008
010030115022035	010030114033094	010030115022081	010030115022016	010030115013031
010030114031003	010030115021034	010030115021080	010030115021041	010030115021045
010030115012040	010030114033104	010030115022005	010030114033096	010030114033088
010030114033092	010030115022023	010030115021024	010030115011060	010030115022044
010030115013019	010030115022042	010030115013076	010030115022026	010030115021081
010030115022037	010030115012031	010030115021110	010030115012022	010030115021117
010030115013074	010030115013060	010030115022078	010030115022040	010030115021119
010030115022069	010030115013020	010030115021091	010030115021012	010030115022070
010030115012043	010030114033111	010030115013039	010030115022013	010030115013018
010030115012012	010030115013017	010030114033103	010030115022018	010030115013071
010030115013064	010030115011159	010030115012026	010030115021095	010030115022007
010030115012041	010030115022032	010030115012039	010030115021015	010030114033081
010030114033100	010030114033107	010030115022006	010030115021097	010030114033077
010030115021005	010030115013082	010030115012023	010030115021099	010030114033028
010030114014086	010030115022027	010030115021038	010030115021090	010030115021101
010030115022066	010030115013034	010030115012000	010030115021072	010030114014087

<b>VOTING PRECINCT 48</b>
Voting Place: Gulf Shores Cultural Center

Voting Precinct #48 is defined by the following GEOID Blocks:

010030114032132	010030114031079	010030114031170	010030114032068	010030114033069
010030114032095	010030114031114	010030114032060	010030114031074	010030114031038
010030114032096	010030114031185	010030114032152	010030114032048	010030114033065
010030114032102	010030114033072	010030114031134	010030114031042	010030114031173
010030114032134	010030114031162	010030114031069	010030114032037	010030114031156
010030114063045	010030114031141	010030114031026	010030114031103	010030114033131
010030114032018	010030114031108	010030114032123	010030114032084	010030114032026
010030114032104	010030114033067	010030114031165	010030114031043	010030114031166
010030114032094	010030114031143	010030114031104	010030114033130	010030114031177
010030114032093	010030114031094	010030114033049	010030114031180	010030114032079
010030114032131	010030114031137	010030114032088	010030114032004	010030114033112
010030114031097	010030114031099	010030114033046	010030114032038	010030114032120
010030114033048	010030114031100	010030114032027	010030114032034	010030114031133
010030114031073	010030114031110	010030114031157	010030114031006	010030114031033
010030114031151	010030114032083	010030114032010	010030114033099	010030114031090
010030114031172	010030114031112	010030114032160	010030114032058	010030114032136
010030114031138	010030114031011	010030114031102	010030114031054	010030114031044
010030114031101	010030114031152	010030114031075	010030114031050	010030114032066
010030114031096	010030114032072	010030114032050	010030114031107	010030114031080
010030114032062	010030114031154	010030114033128	010030114031022	010030114033044
010030114032090	010030114032002	010030114032025	010030114032107	010030114031048
010030114032106	010030114031059	010030114032103	010030114032064	010030114032148
010030114031109	010030114032109	010030114031004	010030114032113	010030114032076
010030114031049	010030114031120	010030114032071	010030114031072	010030114032141
010030114031089	010030114032128	010030114032024	010030114031167	010030114032105
010030114032110	010030114031029	010030114031060	010030114032078	010030114032056
010030114032129	010030114031135	010030114031053	010030114031057	010030114031001
010030114031186	010030114031142	010030114031116	010030114031062	010030114031149
010030114033063	010030114032142	010030114032023	010030114031169	010030114033041
010030114031111	010030114032146	010030114033053	010030114031064	010030114032012
010030114031121	010030114032144	010030114032003	010030114032039	010030114032086
010030114032091	010030114032065	010030114031041	010030114031027	010030114031153
010030114032031	010030114033068	010030114031163	010030114031025	010030114033074
010030114032158	010030114033057	010030114032135	010030114032108	010030114031178
010030114031086	010030114031055	010030114032052	010030114033154	010030114031078
010030114033113	010030114031012	010030114033064	010030114031117	010030114031182
010030114031125	010030114031144	010030114032080	010030114032114	010030114031071
010030114031119	010030114031032	010030114031040	010030114032075	010030114033118

010030114032101	010030114032126	010030114032041	010030114032137	010030114031077
010030114031030	010030114032040	010030114032125	010030114032111	010030114032029
010030114031158	010030114031147	010030114031175	010030114031139	010030114031056
010030114031126	010030114031005	010030114033071	010030114032043	010030114032157
010030114031035	010030114031010	010030114033055	010030114031083	010030114032073
010030114031034	010030114032061	010030114033150	010030114032119	010030114032055
010030114031014	010030114031164	010030114032121	010030114031105	010030114031084
010030114032074	010030114032028	010030114031184	010030114032011	010030114031118
010030114031130	010030114031002	010030114031160	010030114032117	010030114031020
010030114031066	010030114032151	010030114032124	010030114032059	010030114033054
010030114031179	010030114033116	010030114031028	010030114031065	010030114033051
010030114031161	010030114032033	010030114032089	010030114032014	010030114032159
010030114032044	010030114031187	010030114032006	010030114032147	010030114033127
010030114033045	010030114033098	010030114031067	010030114032127	010030114033070
010030114033101	010030114032013	010030114031037	010030114031092	010030114033129
010030114031113	010030114032016	010030114031181	010030114031009	010030114032140
010030114032035	010030114032030	010030114032053	010030114033114	010030114031013
010030114031046	010030114031122	010030114033115	010030114031123	010030114031051
010030114031081	010030114032047	010030114032153	010030114031106	010030114031031
010030114031098	010030114032070	010030114031148	010030114032051	010030114031082
010030114032122	010030114032005	010030114032057	010030114032036	010030114031132
010030114032081	010030114031015	010030114033047	010030114031063	010030114032015
010030114032042	010030114031017	010030114031052	010030114031159	010030114032154
010030114033126	010030114032063	010030114033052	010030114032009	010030114031183
010030114031146	010030114032022	010030114032045	010030114032021	010030114032008
010030114032087	010030114032020	010030114031039	010030114031115	010030114032115
010030114032049	010030114031018	010030114032082	010030114032149	010030114031045
010030114031145	010030114033066	010030114031136	010030114032067	010030114031174
010030114031007	010030114033073	010030114032069	010030114031070	010030114031019
010030114031087	010030114032138	010030114031076	010030114031155	010030114031168
010030114033134	010030114032118	010030114032145	010030114032112	010030114032156
010030114033056	010030114032032	010030114032150	010030114033149	010030114031127
010030114032019	010030114031085	010030114031131	010030114031093	010030114032054
010030114031124	010030114031008	010030114031095	010030114032046	010030114031058
010030114032007	010030114033133	010030114031171	010030114031128	010030114014058
010030114031140	010030114031068	010030114033117	010030114031176	010030114031036
010030114032017	010030114032077	010030114032092	010030114031021	010030114031023
010030114032116	010030114031061	010030114032143	010030114031129	010030114031024
010030114033050	010030114031016	010030114031150	010030114032085	
010030114031088	010030114031091	010030114032139	010030114031047	



<b>VOTING PRECINCT 49</b>
Voting Place: Fairhope Avenue Baptist Church

Voting Precinct #49 is defined by the following GEOID Blocks:

010030112011042	010030111013035	010030112011038	010030111013063	010030112011033
010030111013047	010030112012068	010030111013036	010030112011034	010030111013045
010030111013048	010030111013038	010030111013076	010030111013034	010030112012001
010030112012076	010030111013067	010030112012075	010030111013081	010030111013083
010030111013027	010030111013008	010030111013065	010030111013022	010030111013042
010030111013079	010030111013061	010030112012074	010030111013082	010030112011036
010030111013050	010030111013077	010030112012083	010030111013070	010030111013023
010030111013060	010030111013021	010030111013058	010030111013056	010030112012070
010030112011079	010030112011041	010030112012003	010030111013071	010030111013037
010030111013054	010030112011037	010030112011040	010030112011035	010030111013009
010030111013029	010030111013014	010030111013062	010030111013057	010030111013066
010030111013007	010030111013044	010030111013046	010030112012072	010030112012006
010030112012081	010030111013074	010030112011027	010030111013051	010030111013039
010030112011031	010030111013064	010030112012000	010030111013011	010030111013019
010030111013059	010030112012073	010030112011039	010030111013080	010030112011077
010030112012004	010030111013068	010030112012082	010030112011071	010030111013078
010030111013069	010030112012080	010030111013041	010030111013020	010030112012005
010030111013012	010030111013040	010030111013053	010030112011029	010030111013055
010030111013075	010030111013010	010030111013072	010030112012069	010030112012071
010030112012084	010030112012077	010030111013028	010030111013049	010030111013043
010030111013052	010030112011028	010030112012002	010030111013073	010030111013013

<b>VOTING PRECINCT 50</b>
Voting Place: Fairhope South, Mars Hill Church

Voting Precinct #50 is defined by the following GEOID Blocks:

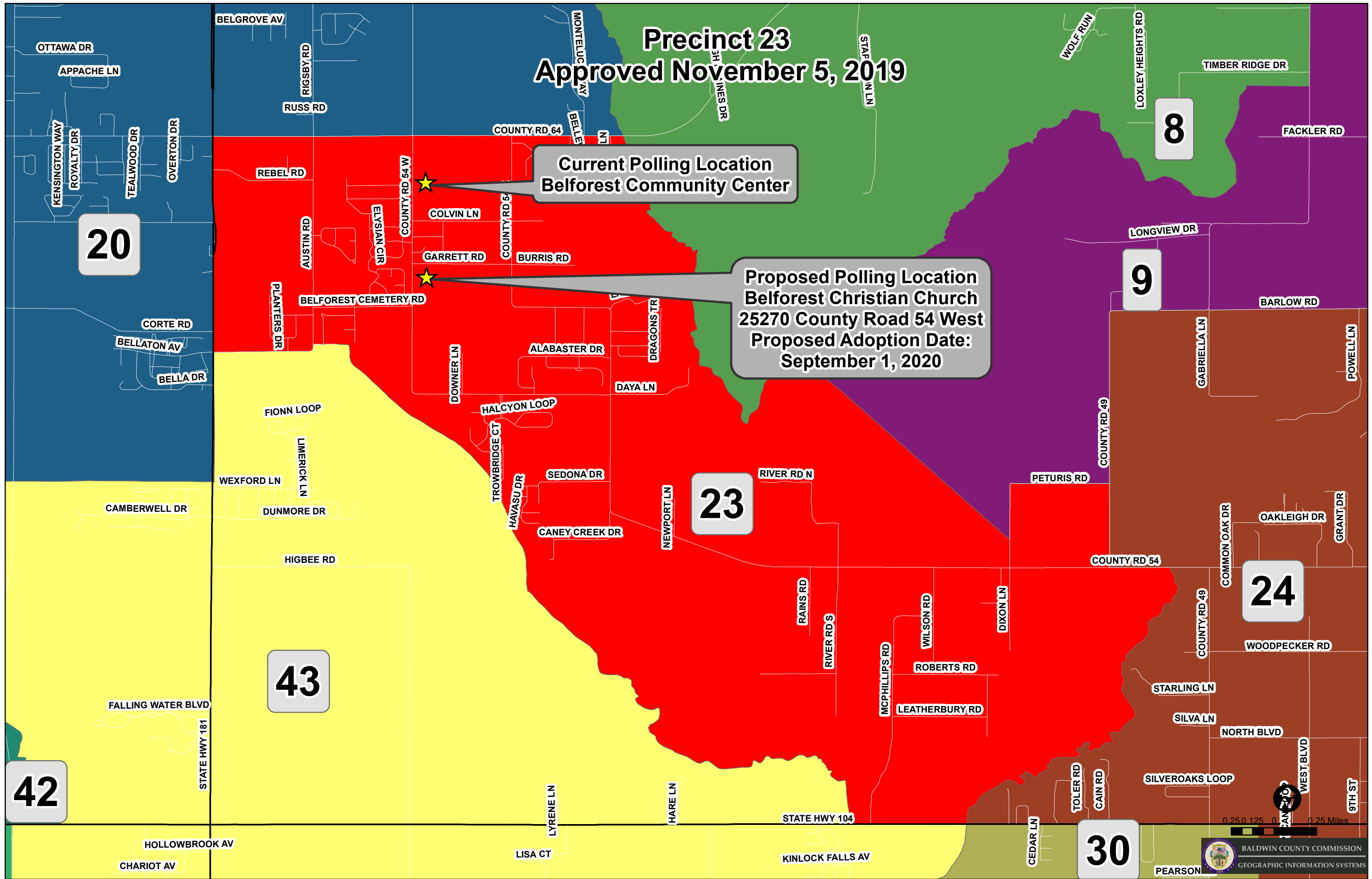
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010030111022016	010030111022054	010030111021037	010030111021015	010030111021039
010030111021018	010030111022010	010030111021020	010030111022029	010030111022062
010030111022027	010030111022025	010030111022026	010030111021027	010030111021026
010030111021005	010030111021044	010030111021014	010030111022063	010030111021017
010030111021006	010030111022036	010030111022023	010030111021035	010030111022012
010030111022030	010030111021030	010030111022035	010030111022048	010030111022024
010030111021016	010030111022011	010030111022033	010030111021041	010030111022064
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010030111021009	010030111022038	010030111022008	010030111021043	010030111022055
010030111021023	010030111022005	010030111022014	010030111021042	010030111022015
010030111022020	010030111022018	010030111022021	010030111022019	010030111022080
010030111022049	010030111022013	010030111022022	010030111022044	010030111021012
010030111022040	010030111021034	010030111022039	010030111022028	010030111022047
010030111022007	010030111022045	010030111022046	010030111022009	010030111021010
010030111021007	010030111021003	010030113004015	010030113004045	010030113004031
010030113004038	010030113004034	010030113004048	010030113004027	010030113004025
010030113004040	010030113004033	010039900000007	010030113004030	010030113004037
010030113003000	010030113004035	010030113004020	010030113004017	010030113004032
010030113004052	010030113004021	010030113004036	010030113004029	010030113004014
010030113004019	010030113004047	010030113004023	010030113004018	010030113004044
010030113004024	010030113003003	010030113004049	010030113004026	010030113004051
010030113004028	010030113004016	010030113004022	010030113004039	010030113004046

# Precinct 23

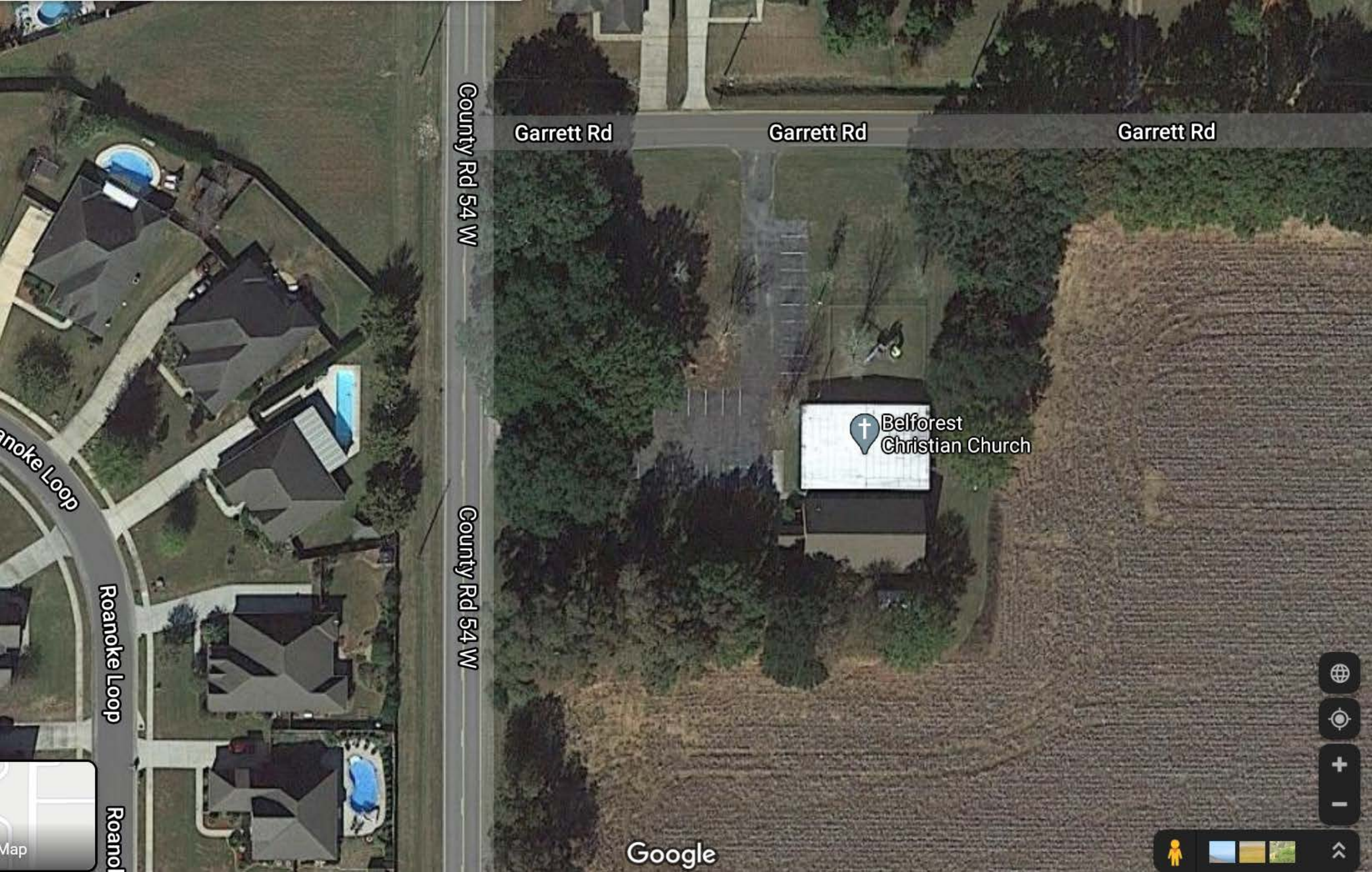
## Approved November 5, 2019

Current Polling Location  
Belforest Community Center

Proposed Polling Location  
Belforest Christian Church  
25270 County Road 54 West  
Proposed Adoption Date:  
September 1, 2020







County Rd 54 W

Garrett Rd

Garrett Rd

Garrett Rd

✝ Belforest  
Christian Church

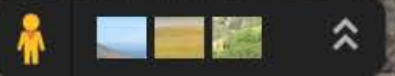
Roanoke Loop

Roanoke Loop

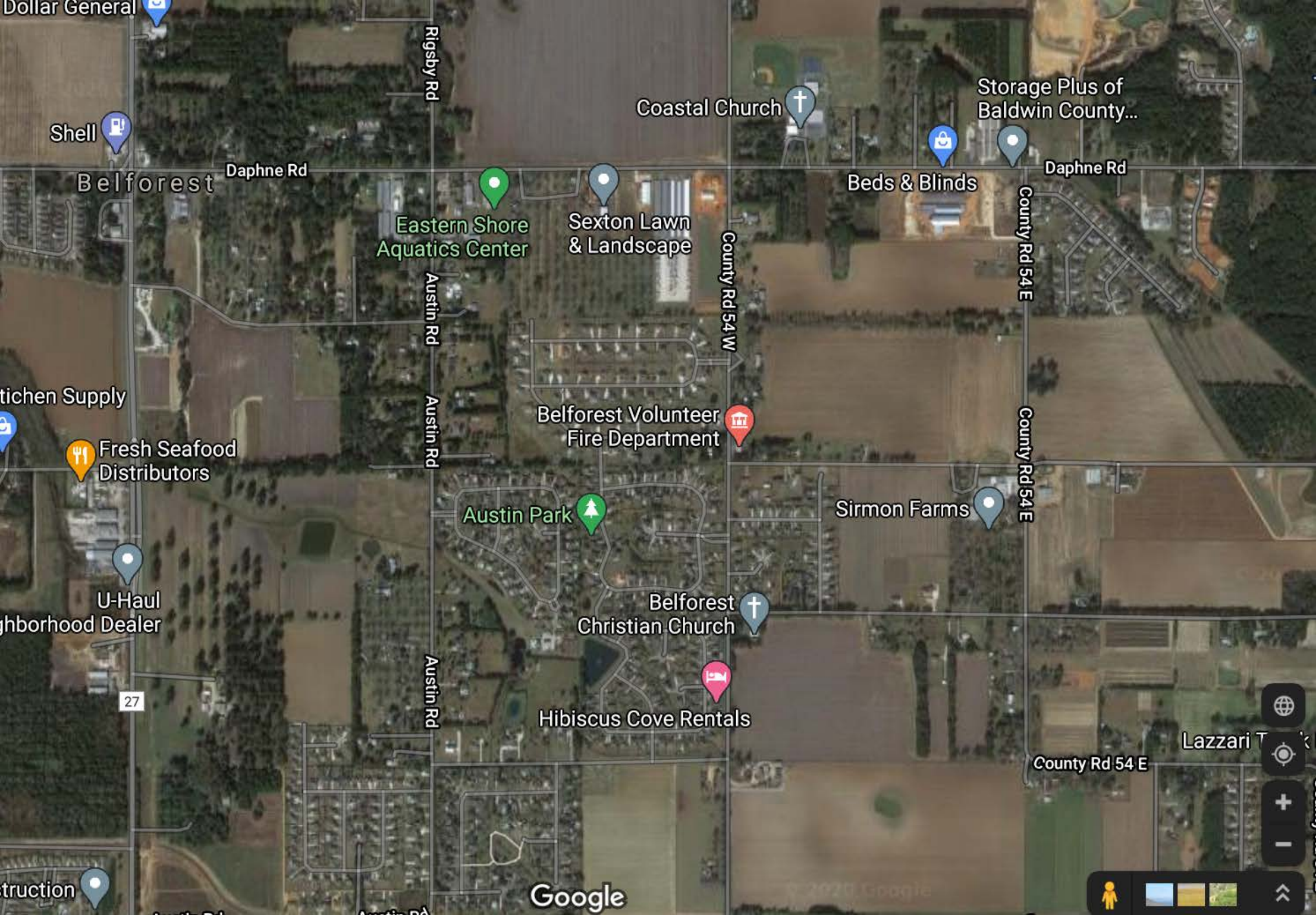
Roanoke Loop

Google

Map







Dollar General

Rigsby Rd

Coastal Church

Storage Plus of Baldwin County...

Shell

Belforest

Daphne Rd

Eastern Shore Aquatics Center

Sexton Lawn & Landscape

County Rd 54 W

Beds & Blinds

County Rd 54 E

Daphne Rd

itchen Supply

Fresh Seafood Distributors

Austin Rd

Austin Rd

Belforest Volunteer Fire Department

County Rd 54 E

Austin Park

Sirmon Farms

U-Haul

hborhood Dealer

27

Austin Rd

Belforest Christian Church

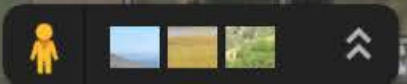
Hibiscus Cove Rentals

County Rd 54 E

Lazzari T...

truction

Google





**BALDWIN COUNTY COMMISSION**

**NOTICE**

**CHANGES TO BALDWIN COUNTY VOTING PRECINCTS**

In accordance with applicable Alabama Law, please be informed that the Baldwin County Commission, during its September 1, 2020, regular meeting, adopted Resolution #2020-132 which approved certain voting changes applicable to Baldwin County, as follows:

**RELOCATION OF VOTING PLACE**

Relocated the voting place for Voting Precinct No. 23 (Belforest) from the Belforest Community Center to the Belforest Christian Church, located at 25270 County Road 54 West, Daphne, Alabama.

New voting cards will be mailed to the affected registered voters of the voting precinct listed above.

A copy of Resolution #2020-132 is available for inspection on the county website at [www.baldwincountyal.gov](http://www.baldwincountyal.gov) and in the County Commission Offices.

Should you have any questions, please contact Baldwin County Administrator, Wayne Dyess, at (251) 580-2550 or [wayne.dyess@baldwincountyal.gov](mailto:wayne.dyess@baldwincountyal.gov)

## Anu Gary

---

**From:** Harry D'Olive  
**Sent:** Friday, August 21, 2020 3:46 PM  
**To:** Anu Gary  
**Cc:** Violetta Smith  
**Subject:** Poling Location Change

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Anu,  
I would like to request the Baldwin County Commission consider declaring an emergency in order to change the polling place from the Belforest Community Center to the Belforest Christian Church. We have been searching for a new location for over a year and just received permission from the Church to use its building. Some of the issues with the current location include: the building was constructed in 1939 as a one-room school house for that community. It is an elevated, wood framed building which requires a handicap ramp for access. There is no parking lot, or parking area, with the exception of the 2 handicap spaces. Voters must park along a busy, narrow, County road and walk along that road in order to access the building – which is extremely dangerous. Some positive aspects of the Church include: non elevated brick building that is adequately heated and cooled, with an area available for inside for waiting in the case of incimate weather – which is not available in the Community Center, paved parking lot with approximately 30 spaces – including 2 handicaps, and additional room for parking in grassy areas, if needed. I received complaints about the Community Center even before I took office in 2019, and we now have a much needed opportunity to change the location – which is located approximately ¼ mile from the current location. It is a change that will provide a much safer environment, not only for the voters and poll workers, but also for the community as a whole. I have personally visited the Church and I am very excited about this opportunity. Please feel free to contact me should you need further information, and thank you all for your consideration!

**HARRY D'OLIVE, JR.**

*JUDGE OF PROBATE  
Baldwin County  
220 Courthouse Square  
Bay Minette, AL. 36507  
251-580-2596*

# OFFICE OF THE ATTORNEY GENERAL



99-00273

**BILL PRYOR**  
ATTORNEY GENERAL  
STATE OF ALABAMA

ALABAMA STATE HOUSE  
11 SOUTH UNION STREET  
MONTGOMERY, ALABAMA 36130  
AREA (334) 242-7300

September 1, 1999

Honorable W. N. Watson  
Attorney, DeKalb County Commission  
Watson, Gillis & Carver, P.C.  
305 Grand Avenue, South  
Fort Payne, Alabama 35967

Elections – Polling Places – County  
Commissions - Emergencies

A county commission may change a polling place within three months of an election if an emergency exists that necessitates changing the polling place. The change must be submitted to the United States Justice Department for preclearance.

Dear Mr. Watson:

This opinion of the Attorney General is issued in response to your request on behalf of the DeKalb County Commission.

## QUESTION

May the DeKalb County Commission change a polling place within 90 days of an election where a local church has notified the county commission that it withdraws the church property for use as a polling place?



### FACTS AND ANALYSIS

Polling places are designated by the county commission pursuant to section 17-5A-5 of the Code of Alabama, and may not be changed within three months of an election. Subsection (d) of section 17-5A-5 states in pertinent part:

Except as may be provided further by local election laws or by the electronic vote counting statutes, whenever places of voting are once designated and established as required by this chapter, the voting places for precincts shall not be changed within three months before an election is to be held.

ALA. CODE § 17-5A-5(d) (1995).

Your request states that, just a few days ago, a local church withdrew its permission for portions of the church property to be used as a polling place for the upcoming election on October 12, 1999. The county commission met and declared the unavailability of the church property an emergency and moved the polling place to a new location that has previously been used as a polling location.

This Office has previously held that a polling place that must be held in the courthouse may be moved from the courthouse if an emergency exists that necessitates making the change. Opinion to Honorable Edwin L. Davis, Attorney, Macon County Commission, dated September 7, 1984, A. G. No. 84-00446. In that opinion the polling place was found to be unsafe due to defective electrical wiring. Although the facts are different in your situation, it is clearly reasonable for the county commission to declare that an emergency exists when it is notified within three months of an election that a polling place site will not be available for use as a polling place for that election, and a new location must be selected. As much notice as is possible should be given to the voters who will be affected by this change.

While there may be legal remedies the county commission could pursue, this is an issue of first impression, and a resolution of the issues might not be reached prior to the election. Moreover, if such legal action fails, sufficient time to provide notice to the public of the new polling place might not be available.



This polling place change must be submitted to the United States Justice Department for preclearance.

CONCLUSION

A county commission may change a polling place within three months of an election if an emergency exists that necessitates changing the polling place. The change must be submitted to the United States Justice Department for preclearance.

I hope this opinion answers your question. If this Office can be of further assistance, please contact Brenda F. Smith of my staff.

Sincerely,

BILL PRYOR  
Attorney General

By:

A handwritten signature in black ink that reads "Carol Jean Smith". The signature is written in a cursive, flowing style.

CAROL JEAN SMITH  
Chief, Opinions Division

## Baldwin County Voting Precinct #23 (Belforest)

### Part 3 : Polling Place Accessibility Checklist

Ward: \_\_\_\_\_ Precinct: 23 Staff: Derrick Crocker Date: 8/21/2020 Time: \_\_\_\_\_

Address: 25270 County Road 54 West, Daphne, AL Location name: Belforest Christian Church

This checklist is designed to provide guidance for determining whether a polling place has basic accessibility features needed by voters with disabilities.

For each question below there are citations to the 2010 ADA Standards for Accessible Design (2010 Standards). Please review the 2010 Standards for all requirements.

There are some differences between the 1991 ADA Standards for Accessible Design (1991 Standards) and the 2010 Standards. Elements and spaces in a building constructed or altered before March 15, 2012, that complied with the 1991 Standards may remain in compliance with the 2010 Standards. See 28 C.F.R. §35.150(b)(2) for more information.

In completing the checklist, provide a measurement for every question with a "no" answer. Where a question asks about more than one element, provide a note in the comments explaining any noncompliant elements.

#### Status of Polling Place

☐ All Elements Compliant

☒ Non-Compliant Elements Remediable with Temporary Measures

☐ Non-Compliant Elements Not Remediable with Temporary Measures  
(Relocate Polling Place)

Ward:\_\_\_\_\_ Precinct:\_\_\_\_\_ Staff:\_\_\_\_\_ Date:\_\_\_\_\_ Time:\_\_\_\_\_

Address:\_\_\_\_\_ Location name:\_\_\_\_\_

A	<b>Parking</b>  Only complete this section if off-street parking is provided to voters. If off-street parking is not provided to voters, go to Section B.  If more than 25 parking spaces are provided to voters, see the 2010 Standards for the number of accessible parking spaces required. (§208.2)	Yes	No	N/A	Comments/ Remedies
A1	Is there at least one designated van accessible space with signage with the International Symbol of Accessibility and designated "van accessible"? (§§208.2, 208.2.4, 502.6)	X			
A2	Are the designated van accessible spaces at least 96" wide with a 96" wide access aisle, or 132" wide with a 60" wide access aisle? (§§502.2, 502.3) Width of space _____ Width of access aisle _____	X			
A3	For van accessible spaces (particularly in a garage or parking structure), is there vertical clearance of at least 98" for the vehicular route to the parking space, in the parking space and access aisle, and along the vehicular route to the exit? (§502.5)	X			
A4	Are designated accessible parking spaces and the access aisles serving them on a level surface, with slopes not exceeding 1:48 in all directions? (Note: Curb ramps may not be part of an access aisle since they include slopes greater than 1:48.) (§502.4)	X			
A5	Are the surfaces of the designated accessible parking spaces and access aisles stable, firm, and slip resistant? (§§502.4, 302.1)	X			
A6	Are the designated accessible parking spaces located on the shortest accessible route to the accessible entrance? (§208.3.1)	X			

Ward:\_\_\_\_\_ Precinct:\_\_\_\_\_ Staff:\_\_\_\_\_ Date:\_\_\_\_\_ Time:\_\_\_\_\_

Address:\_\_\_\_\_ Location name:\_\_\_\_\_

B	<b>Passenger Drop-Off Area</b>  Only complete this section if a passenger drop-off area is provided for voters. If a drop-off area is not provided to voters, go to Section C.	Yes	No	N/A	Comments/ Remedies
B1	Is the vehicle pull-up space on a level surface, with slopes not exceeding 1:48 in all directions? (§503.4)				
B2	Is the access aisle next to the vehicle pull-up space on a level surface, with a slope not exceeding 1:48 in all directions? (§503.4)				
B3	Is there vertical clearance of at least 114" (9 feet 6 inches) from the site entrance to the vehicle pull-up area, in the access aisle, and along the vehicular route to the exit? (§503.5)				
B4	Is a curb ramp provided if a curb separates the access aisle from the accessible route to the accessible entrance? (§§206.2.1, 503.3)				
B5	Is the width of the curb ramp surface at least 36" (not counting the side flares)? (§405.5)				
B6	Does an accessible route connect the access aisle and curb ramp to the accessible entrance of the polling place? (§206.2)				



Ward:\_\_\_\_\_ Precinct:\_\_\_\_\_ Staff:\_\_\_\_\_ Date:\_\_\_\_\_ Time:\_\_\_\_\_

Address:\_\_\_\_\_ Location name:\_\_\_\_\_

<b>C</b>	<b>Exterior Route to Accessible Entrance</b>  <b>Complete a separate Exterior Route form, when applicable, for the routes from 1) parking, 2) passenger drop-off areas, 3) public sidewalks and 4) public transportation stops.</b>  <b>Exterior route location: _____</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments/ Remedies</b>
C1	Is the route at least 36" wide? (§403.5.1)	X			
C2	Is the route free of abrupt changes in level greater than 1/2", including stairs? (§303)	X			
C3	Is the route free of surface openings greater than 1/2", such as grates or holes in the pavement? (§302.3)	X			
C4	Are walking surfaces stable, firm, and slip resistant? (§302.1)	X			
C5	Is the route free of wall mounted objects that protrude more than 4" into the path of travel and are between 27" and 80" high? (§307.2)	X			
C6	Is the route free of post mounted objects that protrude more than 12" into the path of travel and are between 27" and 80" high? (§307.3)	X			
C7	Are objects that hang over the pedestrian route 80" or higher, including the underside of exterior stairs? (§307.4)	X			
C8	Is the cross slope of the accessible route no greater than 1:48? (§§403.3, 405.3)	X			
C9	If the route crosses a curb, is there a curb ramp that is at least 36" wide with a slope no more than 1:12? (§§303.4, 405.2, 405.5, 406.1)	X			
C10	Is the running slope of part of the route greater than 1:20? If yes, go to Section G. (§402.2)	X			
C11	Is the cross slope of the accessible route no greater than 1:48? (§§403.3, 405.3)	X			

Ward:\_\_\_\_\_ Precinct:\_\_\_\_\_ Staff:\_\_\_\_\_ Date:\_\_\_\_\_ Time:\_\_\_\_\_

Address:\_\_\_\_\_ Location name:\_\_\_\_\_

D	Polling Place Entrances	Yes	No	N/A	Comments/ Remedies
D1	Is the clear width of the door opening (one door or one active leaf of a double door) at least 32"? (§404.2.3)	X			
D2	Is each door hardware useable with one hand without tight grasping, pinching, or twisting of the wrist? (§§309.4, 404.2.7)	X			
D3	On the pull side of the door, is there at least 18" of clearance provided to the side of the latch? (§404.2.4)	X			
D4	Is the area in front of the door level, with slopes no greater than 1:48 in all directions? (§§404.2.4.4, 405.7.1)	X			
D5	If there are doors in a series, is the distance between the two hinged doors at least 48" plus the width of the door swinging into the space? (§404.2.6)	X			
D6	Can the second door (interior door) in the series be opened with no more than 5 pounds of force? (§309.4)	X			
D7	Does the second door (interior door) in the series comply with D2, D3, and D4, above?	X			
D8	Are door thresholds no higher than ½"? (Note: If the threshold is between ¼" and ½" it must be beveled.) (§404.2.5)		X		Temp. ramp
D9	Do inaccessible entrances have signage directing voters to the accessible entrance? (§216.6)	X			
D10	If voters are directed to an alternative accessible entrance, is this entrance kept unlocked during voting hours? (28 C.F.R. §§35.130, 35.133)	X			



Ward:\_\_\_\_\_ Precinct:\_\_\_\_\_ Staff:\_\_\_\_\_ Date:\_\_\_\_\_ Time:\_\_\_\_\_

Address:\_\_\_\_\_ Location name:\_\_\_\_\_

E	Route from Entrance Into Voting Area	Yes	No	N/A	Comments/ Remedies
E1	Is the route at least 36" wide? (§403.5.1)	X			
E2	Is the route free of wall mounted objects that protrude more than 4" into the path of travel and are between 27" and 80" high? (§307.2)	X			
E3	Is the route free of post mounted objects that protrude more than 12" into the path of travel and are between 27" and 80" high? (§307.3)	X			
E4	Are objects that hang over the route 80" or higher, including the underside of stairs? (§307.4)	X			
E5	Is the route free of abrupt changes in level greater than 1/2", including stairs? (§303)		X		Temp. ramp
E6	Is the running slope of part of the route greater than 1:20? If yes, go to Section G. (§303.4 )		X		
E7	If the route to the voting area has stairs, is a platform lift or elevator provided? If yes, go to Section H (lifts) or Section I (elevators). (§402.2)			X	
E8	If doors are provided along the route to the voting area, is the clear width of each door opening (one door or one active leaf of a double door) at least 32"? (§404.2.3)	X			
E9	Is each door hardware useable with one hand without tight grasping, pinching, or twisting of the wrist? (§§309.4, 404.2.7)	X			
E10	Can each door be opened with no more than 5 pounds of force? (§309.4)	X			
E11	Is the threshold at each door no higher than 1/2"? (Note: If the threshold is between 1/4" and 1/2" it must be beveled.) (§404.2.5)	X			
E12	On the pull side of each door, is there at least 18" of clearance provided to the side of the latch? (§404.2.4)	X			
E13	Is the area in front of each door level, with slopes no greater than 1:48 in all directions? (§§404.2.4.4, 405.7.1)	X			

Ward:\_\_\_\_\_ Precinct:\_\_\_\_\_ Staff:\_\_\_\_\_ Date:\_\_\_\_\_ Time:\_\_\_\_\_

Address:\_\_\_\_\_ Location name:\_\_\_\_\_

F	Within the Voting Area	Yes	No	N/A	Comments/ Remedies
F1	Are floor surfaces stable, firm, and slip resistant? (§302.1)	X			
F2	Is the route free of wall mounted objects that protrude more than 4" into the path of travel and are between 27" and 80" high? (§307.2)	X			
F3	Is the route free of post mounted objects that protrude more than 12" into the path of travel and are between 27" and 80" high? (§307.3)	X			
F4	Are objects that hang over the route 80" or higher, including the underside of stairs? (§307.4)	X			
F5	Is there enough room to provide a route at least 36" wide to the registration table and voting stations? (§403.5.1)	X			
F6	Is there enough room to provide a turning space in front of at least one voting station, such as a circle that is at least 60" in diameter? (§304.3)	X			
F7	Is there enough room to provide a turning space in front of at least one accessible voting machine, such as a circle that is at least 60" in diameter? (§304.3)	X			



Ward: \_\_\_\_\_ Precinct: \_\_\_\_\_ Staff: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Address: \_\_\_\_\_ Location name: \_\_\_\_\_

<b>G</b>	<b>Ramps</b>  <b>Complete a separate ramp form for each ramp, whether exterior or interior.</b>  <b>Ramp location:</b> _____	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments/ Remedies</b>
G1	Is the running slope of the ramp no greater than 1:12? (§405.2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
G2	Is the cross slope of the ramp 1:48 or less? (§405.3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
G3	Is the rise (height) for any ramp run 30" or less? (§405.6)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
G4	Is the ramp, measured between handrails, at least 36" wide? (§405.5)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
G5	Does the ramp have a level landing that is at least 60" long, at the top and bottom of each ramp section? (§405.7)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
G6	For every 30" of rise, is a level landing at least 60" long provided? (§§405.6, 405.7)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	not over 30"
G7	Is a level landing, at least 60" by 60" provided where the ramp changes direction? (§405.7.4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
G8	If the rise of the ramp is greater than 6", are handrails provided that are between 34" and 38" above the ramp surface? (§§405.8, 505.4)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	not over 6"
G9	If the rise of the ramp is greater than 6" and the ramp or landing has a vertical drop-off on either side of the ramp, is edge protection provided? (§405.9)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Ward:\_\_\_\_\_ Precinct:\_\_\_\_\_ Staff:\_\_\_\_\_ Date:\_\_\_\_\_ Time:\_\_\_\_\_

Address:\_\_\_\_\_ Location name:\_\_\_\_\_

H	Lifts	Yes	No	N/A	Comments/ Remedies
H1	Is the lift operational at the time of the survey? (28 C.F.R. §§35.130, 35.133)			X	
H2	Is the lift independently operable, or can it be made so during Election Day? (§410.1)				
H3	Is there 30" by 48" of clear floor space within the lift? (§§410.3, 305.3)				
H4	Are the controls for the lift no higher than 48"? (§§410.5, 309.3, 308)				
H5	Are the controls useable with one hand without tight grasping, pinching or twisting? (§§410.5, 309.4)				
H6	Is the clear width of the door opening/gate opening at the end of the lift at least 32"? If a side door/gate is provided, is the clear opening width at least 42"? (§410.6)				

Ward: \_\_\_\_\_ Precinct: \_\_\_\_\_ Staff: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Address: \_\_\_\_\_ Location name: \_\_\_\_\_

I	Elevators	Yes	No	N/A	Comments/ Remedies
I1	Is the elevator car door opening at least 36" wide? (§407.3.6, Table 407.4.1)			X	
I2	Is there space to maneuver within the elevator car, e.g., 51" deep and 68" wide; OR 80" deep and 54" wide; OR 60" deep and 60" wide? (§407.4.1)				
I3	Are hallway elevator call buttons 48" high or lower? (§§407.2.1.1, 308.2, 308.3)				
I4	Are elevator car controls 48" high or lower? (§§407.4.6.1, 308.2, 308.3)				
I5	Does the elevator have visible and audible signals in the hallway to indicate the arrival and direction of the elevator car? (§407.2.2.1)				
I6	Does the elevator have visible and audible signals within the elevator car to indicate the position of the car? (§407.4.8)				























































BELFOREST  
CIVIC  
CENTER

29900 County Road 54 West



# BELFOREST CIVIC CENTER

25500 County Road 54 West

RESERVED  
PARKING



VAN

ACCESSIBLE

RESERVED  
PARKING















BELFOREST  
CIVIC  
CENTER

0 County Road 54 West

RESERVED  
PARKING  
VAN  
ACCESSIBLE

RESERVED  
PARKING





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1516, **Version:** 1

**Item #:** HA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** Addendum

**From:** Wanda Gautney, Purchasing Director

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Pre-Qualification Application Process of General Contractors for Baldwin County Commission Construction Projects

### **STAFF RECOMMENDATION**

To Be Discussed:

Changing the level of assurance relating to financial information requirements currently being requested on the County's Pre-Qualification Application of General Contractors on construction projects. The County's Pre-Qualification Application currently states:

"Applicants are required to submit a complete financial statement including the latest Audited Financial Report (Balance Sheet, Profit and Loss Statement and Foot Notes) for the most recent fiscal year must be included."

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The County Purchasing staff is requesting guidance from the Commission relating to the level of assurance the Commission would like to require from Contractors on their financial information to pre-qualify on construction projects. The Pre-Qualification Application that was previously approved by Commission for staff to use states "Applicants are required to submit a complete financial statement including the latest Audited Financial Report (Balance Sheet, Profit and Loss Statement and Foot Notes) for the most recent fiscal year must be included."

The Commission could choose to change the requirement to mirror the Alabama Licensing Board for General Contractors requirement relating to financial information which reads as follows: "The Board will accept an audited, reviewed, or compiled financial statement, completed in accordance with US Generally Accepted Accounting Principles (US GAAP), prepared by a Certified Public Accountant." (Corresponding Financial State must be attached to application). The current County Pre-Qualification Application is attached for Commission review.



**FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/01/2020

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

**PRE-QUALIFICATION APPLICATION  
BALDWIN COUNTY COMMISSION**

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\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal and Title (Print of Type)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Alabama Contractor License No. \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Fax Number

Applicant must complete information regarding the attached questionnaire Items 1 through 10 and submit with this form. ***All questions listed on this application must be completed and all required documents must be submitted with the application to be considered a complete application.***

The Baldwin County Commission reserves the right to reject any Pre-Qualification Application which is not responsive or considered to be in the best interest of the County. The Baldwin County Commission has authorized these Pre-qualification Procedures as outlined in Alabama's New Public Works Laws. Responsiveness of the applicant will be determined by the completeness and regularity of the Pre-qualification Application. Incomplete applications will delay consideration of applicants desiring to pre-qualify. Pre-qualification of a contractor does not imply that any bid submitted by a pre-qualified contractor automatically qualifies a "competitive", "responsible", or "satisfactory" bid.

Pre-qualification Applications must be mailed to the following address: **(Applications submitted by FAX or E-mail will not be accepted.) Please see the physical address below to hand deliver the application.** Applications are due on \_\_\_\_\_.

Baldwin County Purchasing Office  
312 Courthouse Square, Suite 15 (Mailing Address)  
257 Hand Avenue (Physical Address)  
Bay Minette, Alabama 36507  
Attention: Wanda Gautney  
Phone: (251) 580-2520

**PRE-QUALIFICATION APPLICATION  
BALDWIN COUNTY COMMISSION**

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1. List firms' Headquarters and any other offices that are located in the state of Alabama as follows:

Name:  
Address:  
Telephone:  
Fax:

2. List Jurisdictions, trade categories, and corresponding license numbers in which your organization is legally qualified to do business on this project.
3. Attach a list of all public works construction projects performed in Baldwin County during the last five (5) years as follows:

Project name:  
Project description:  
Prime Contractor:  
Contract amount:  
Completion date:  
% of work performed with contractor's own forces:

4. List all public works projects (of any size) performed for local (county or municipality), state, or federal government, in which you were prime contractor, completed during the last three (3) years. Use the attached sheet for each project reference (make copies as needed or use page layout for computer generated response.)
  - 4a. Are there any judgments, claims, suits pending or outstanding against your organization? If so, include details. Do not include action of subcontractor or employees against your organization.
  - 4b. Has your organization filed any lawsuits or claims with regard to construction
  - 4c. List any and all other construction projects in which you are the prime
  - 4d. List the year your organization was established.
5. Is your company, or any member of the company barred from doing work for local, state, or federal government?
6. Attach a list of key personnel and a description of their experience. List the key personnel you will assign to this project.

**PRE-QUALIFICATION APPLICATION  
BALDWIN COUNTY COMMISSION**

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7. Attach a letter from your surety company (**surety letter must be dated within the last 30 days from the due date of Application**) stating your organization's bonding capacity.
8. Attach a complete financial statement including the latest **Audited Financial Report (Balance Sheet, Profit and Loss Statement and Foot Notes)** for the most recent fiscal year must be included.
9. Include any other pertinent documentation to substantiate competence and financial responsibility.

**PRE-QUALIFICATION APPLICATION  
BALDWIN COUNTY COMMISSION**

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**PRE-QUALIFICATION QUESTIONNAIRE**  
Question 4 Attachment

Project Name:

Owner        Name: \_\_\_\_\_

                 Address: \_\_\_\_\_  
                 \_\_\_\_\_

                 Contact: \_\_\_\_\_

                 Phone Number: \_\_\_\_\_

Engineer     Name: \_\_\_\_\_

                 Address: \_\_\_\_\_  
                 \_\_\_\_\_

                 Contact: \_\_\_\_\_

                 Phone Number: \_\_\_\_\_

Contract Bid Amount:        \$\_\_\_\_\_

Final Contract Amount:        \$\_\_\_\_\_

Contract Time                                \_\_\_\_\_ days

Time actually used:                                \_\_\_\_\_ days

Completion date:                                \_\_\_\_\_

% of work performed by own forces: \_\_\_\_\_%

Description of work performed:



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1518, **Version:** 1

**Item #:** HA4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** Addendum

**From:** Wayne Dyess, County Administrator  
Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Planning Department - Personnel Change

### **STAFF RECOMMENDATION**

Approve the voluntary demotion of employee #104926 from the Planning Director position (PID #793) salary grade EC-09 (\$95,720.30 annually) to fill the Development Review Planner position (PID #5541) at a salary grade EC-08 (\$78,000.00 annually) to be effective no sooner than September 14, 2020.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The County Administrator respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$78,000.00

**Budget line item(s) to be used:** 52730.5113

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by: N/A**

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation? N/A**

**If the proof of publication affidavit is not attached, list the reason: N/A**

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up: N/A**

**Individual(s) responsible for follow up: Personnel**

**Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A**

**Additional instructions/notes: N/A**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-1526, **Version:** 1

**Item #:** HA5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/1/2020

**Item Status:** Addendum

**From:** Wanda Gautney, Purchasing Director

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Pre-qualification of Contractors for the Construction of Two (2) New Baldwin County Highway Maintenance Buildings Located in Bay Minette, and Silverhill, Alabama

### **STAFF RECOMMENDATION**

Make Addendum No. 1 which includes one (1) change, to the Pre-qualification of Contractors for the Construction of Two (2) New Baldwin County Highway Maintenance Buildings Located in Bay Minette, and Silverhill, Alabama part of the September 1, 2020, official record of the Baldwin County Commission.

### **BACKGROUND INFORMATION**

#### **Previous Commission action/date:**

3/17/2020 meeting: Approved the attached AIA Contract for the architectural services with Watermark Design Group, LLC, for the design of a two (2) new Baldwin County Area 100 and Area 200 Highway Maintenance Facilities located in Bay Minette, and Silverhill, Alabama in the amount of 6% of the construction cost for the new plus normal reimbursable expenses and authorize the Chairman to execute the Contracts.

7/07/2020 meeting: Authorized the Purchasing Director to advertise for the Pre-qualification of Contractors for the construction of two (2) new Baldwin County Highway Maintenance Buildings Located in Bay Minette, and Silverhill, Alabama.

8/18/2020 meeting: 1) Rejected all fourteen (14) applications received due to incomplete proposals on the construction of two (2) new Baldwin County Highway Maintenance Buildings located in Bay Minette, and Silverhill, Alabama projects; and  
2) Authorized the Purchasing Director to re-advertise for the Pre-qualification of Contractors for the construction of two (2) new Baldwin County Highway Maintenance Buildings Located in Bay Minette, and Silverhill, Alabama.

**Background:** The attached Addendum No. 1 for Pre-qualification of Contractors for the Construction of Two (2) New Baldwin County Highway Maintenance Buildings located in Bay Minette, and



Silverhill, Alabama. The Commission during the August 31, 2020 Work Session requested that staff change the level of assurance relating to the financial requirements currently requested on the County's Pre-Qualification Application of General Contractors on the construction project for the two (2) new Highway Maintenance Buildings. The change is to accept audited, reviewed, or compiled financial statement for the most recent fiscal year, completed in accordance with US Generally Accepted Accounting Principles (US GAAP), prepared by a Certified Public Accountant. Corresponding Financial Statement must be attached to application. Staff's recommendation is to make the Addendum part of the September 1, 2020, official record of the Baldwin County Commission. The Chairman approved Addendum No. 1 on August 31, 2020.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 9/01/2020

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail Addendum #1

**Additional instructions/notes:** N/A

## **ADDENDUM #1**

### **PRE-QUALIFICATION APPLICATION BALDWIN COUNTY COMMISSION "CONSTRUCTION OF TWO (2) HIGHWAY MAINTENANCE BUILDINGS LOCATED IN BAY MINETTE AND SILVERHILL, AL"**

This addendum consists of one (1) change:

#### **Currently Reads:**

##### **Page 2, Item #8**

Attach a complete financial statement including the latest **Audited Financial Report (Balance Sheet, Profit and Loss Statement and Foot Notes)** for the most recent fiscal year must be included.

#### **Should Read:**

##### **Page 2, Item #8**

The Baldwin County Commission will accept an **audited, reviewed, or compiled** financial statement for the most recent fiscal year, completed in accordance with US Generally Accepted Accounting Principles (US GAAP), prepared by a Certified Public Accountant. Corresponding Financial Statement must be attached to application.

Done this 31<sup>st</sup> day of August, 2020.

Billie Jo Underwood s/s  
BILLIE JO UNDERWOOD, Chairman  
Baldwin County Commission